

REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN C. STENNIS SPACE CENTER
AND
THE BOARD OF TRUSTEES OF MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING
FOR THE CENTER OF HIGHER LEARNING AND RELATED UNIVERSITY ACTIVITIES.

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Reimbursable Space Act Agreement (hereinafter referred to as "Agreement") is entered into by the National Aeronautics and Space Administration Stennis Space Center, located at Stennis Space Center, MS 39529 (hereinafter referred to as "NASA" or "NASA SSC" or "SSC") and THE BOARD OF TRUSTEES OF MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING located at the Center of Higher Learning, Stennis Space Center, MS 39529-6000 (hereinafter referred to as "Partner" or "CHL"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

This Agreement follows previous and similar agreements first established in 1989 to encourage the professional development of the SSC workforce. NASA, resident agencies, and their contractors require skills that span across multiple academic disciplines. This Agreement serves to facilitate the continued education of the entire SSC workforce. This Agreement establishes the relationship between NASA SSC, the State Board and its associated institution the University of Southern Mississippi, to actively cooperate and participate in a multi-university, interdisciplinary academic program called the SSC Center of Higher Learning (SSC CHL) in order to meet present and future higher education needs of SSC employees. Such purposes and goals of the Agreement are consistent with NASA's mission, and activities conducted under this arrangement will involve certain goods, services, facilities, and/or equipment not commercially available in the U.S.

This Agreement also addresses the terms and conditions for non-academic activities which the State Board has authorized, pursuant to approval of the SSC Control Board on Higher Education, to be conducted at SSC by the CHL. Research and other non-academic activities carried out by associated institutions at SSC are covered in separate agreements between SSC and those institutions. The State Board is the body through which the State of Mississippi provides support for the CHL. The CHL Policy Board comprises representatives from the Federal Agencies and contractors located at SSC. The SSC Center Director appoints the CHL Policy Board's members.

ARTICLE 3. RESPONSIBILITIES

A. NASA SSC will use reasonable efforts to:

1. Identify the higher education needs of NASA SSC employees as part of the CHL program and communicate them to the Partner through the CHL Director.
2. Provide direction through the SSC Control Board for the CHL program in meeting SSC academic needs.
3. Provide academic office space, classrooms, and other support to the CHL Program in accordance with the terms set forth in this Agreement and other subsidiary agreements, as negotiated by the Parties.
4. Directly encourage the participation of NASA SSC employees in the CHL Program as students and adjunct professors.
5. Provide policy direction through the SSC Control Board for the CHL program to conduct non-academic activities at SSC by the CHL and associated institutions.

B. Partner will use reasonable efforts to:

1. Authorize academic offerings at NASA SSC as part of the SSC CHL Program that are in accordance with the needs identified by NASA SSC. Appendix A of this Agreement shall identify and describe the academic programs which have been requested and recommended by associated institutions and/or NASA SSC and authorized by the State Board to be offered by CHL pursuant to this Article. Appendix A shall be reviewed and updated by the Parties on no less than an annual basis.
2. Coordinate the CHL academic programs with the associated institutions.
3. Authorize, subject to approval of the SSC Control Board, non-academic affairs that the CHL and associated institutions may engage in at SSC as part of the CHL program. Appendix B of this Agreement shall identify and describe the non-academic programs authorized by the State Board, with approval of the NASA SSC Control Board, to be conducted at SSC. Appendix B shall be reviewed and updated on an annual basis by the Parties.
4. Reimburse NASA for all costs incurred by NASA associated with Partner occupancy of SSC facilities, per the terms of this Agreement and the Use Permit to be executed between the Parties.
5. Reimburse NASA for all costs incurred by NASA associated with the provision of institutional services, utilities and support services, per the terms of this Agreement and the Host Tenant Agreement to be executed between the Parties.

ARTICLE 4. SCHEDULE AND MILESTONES

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

No later than 90 days following execution of this Agreement, the Parties agree to execute all necessary subsidiary documents. This may be extended upon mutual written agreement of the Parties, but in any case, may not exceed 120 days following execution of this Agreement.

ARTICLE 5. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$4,033,026 for NASA to carry out its responsibilities under this Agreement. In no event will NASA transfer any U.S. Government funds to Partner under this Agreement. In accordance with Mississippi Code Title 7-7-27, Filing Claims for Purchases and Services, Partner shall provide a Letter of Authority in lieu of a cash advance prior to the initiation of NASA's efforts on behalf of the partner.

B. Partner will be billed by NASA and payment shall be made within thirty (30) days from bill issue date. Interest, administrative fees, and penalties will be assessed for late payments. Bills greater than 120 days delinquent will be forwarded to the United States Treasury for collection. Payment shall be sent to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment):

- (1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;
- (2) Pay.gov at <https://www.nasa.gov/specials/nssc-pay>

and select the appropriate NASA Center for the agreement from the drop down; or

- (3) a check made payable to NASA and sent to: NASA Shared Services Center FMD – Accounts Receivable for the Accounts of Stennis Space Center Building 1111, Jerry Hlass Rd., Stennis Space Center, MS 39529

Payment by electronic transfer (#1 or #2, above), is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.

The NASA SSC policy for reimbursement of common institutional costs requires all tenants to pay monthly occupancy charges based on the area of space they occupy, and to pay actual costs for utility, telecommunications and demand services. However, in accordance with longstanding policy, NASA SSC continues to accord state-sponsored technology transfer organizations and higher education programs favorable treatment with regard to occupancy rates at SSC. The basis for these favorable terms is a management philosophy that recognizes the beneficial effect to NASA SSC of attracting and retaining these organizations and advancing their educational, scientific, economic development and social goals.

Accordingly, academic activities conducted by the CHL and its associated institutions shall be exempt from occupancy charges based on the amount and type of space occupied and for utility costs associated with such academic activities. Research and non-academic activities shall require payment of full occupancy costs. Appendix C captures the understanding between the Parties regarding the amount of academic space to be provided to the CHL Program. Any funding which NASA may agree to provide in support of research or non-academic CHL activities will be documented and provided for by separate agreement(s). The SSC Control Board, in cooperation with the CHL Director/Program Coordinator, shall be responsible for

categorizing academic and non-academic activities for purposes of determining the appropriate cost allocations.

D. Notwithstanding any other provision of this Agreement, 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. Partner, to the extent allowed by law, hereby waives any claims against NASA or one or more of its Related Entities for any injury to, or death of, Partner or one or more of its Related Entities, or for damage to, or loss of, Partner'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. For purposes of this Agreement, "Related Entities" shall mean contractors and subcontractors of a Party at any tier; grantees, investigators, customers, and users of a Party at any tier and their contractors or subcontractor at any tier; or, employees of the Party or any of the foregoing.

B. Partner further agrees, to the extent allowed by law, to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA and its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. In the event the U.S. Government incurs any liability based upon Partner's failure to provide for the waiver by Partner's Related Entities set out above, Partner agrees to the extent allowed by law to indemnify and hold the U.S. Government harmless

against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for liability by Partner's Related Entities.

C. In the event U.S. Government property is damaged as a result of activities conducted under this Agreement, except in the case of gross negligence or willful misconduct by NASA, Partner shall, to the extent allowed by law, be solely responsible for the repair and restoration of such property subject to NASA direction. Prior to issuing such direction, NASA will consider input from Partner and other factors such as the extent to which damage was attributable to the activity and the respective responsibilities of each party as described in the agreement.

D. Notwithstanding the other provisions of this Article, the waiver of liability set forth in this section shall not be applicable to:

- i. Claims between Partner and its own Related Entity or between its own Related Entities;
- ii. Claims made by a natural person, his/her estate, survivors, or anyone claiming by or through him/her (except when such person or entity is a Party to this Agreement or is otherwise bound by the terms of this waiver) for bodily injury to, or other impairment of health of, or death of, such person;
- iii. Claims for damage caused by willful misconduct;
- iv. Intellectual property claims;
- v. Claims for damage resulting from a failure of Partner to extend the waiver of liability to its Related Entities, pursuant to paragraph B of this Article; or
- vi. Claims by Partner arising out of or relating to NASA's failure to perform its obligations under this Agreement.

E. Liability of the federal government is governed by applicable federal and state. Liability of the Partner is governed by the Mississippi Tort Claims Act (MS ST 11-46-1 et seq.), as well as by applicable federal and state law.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
 - a. known or available from other sources without restriction;

- b. known, possessed, or developed independently, and without reference to the Proprietary Data;
- c. made available by the owners to others without restriction; or
- d. required by law or court order to be disclosed.

4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.

5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.

6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.

7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.

8. The Data rights herein apply to the 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.

9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.

10. Partner may use the following or a similar restrictive notice:

Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement [provide applicable identifying information].

Partner should also mark each page containing Proprietary Data with the following or a similar legend: "Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."

B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for one year after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):

- a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
- b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
- c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).

2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.

3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.

- a. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
- b. Third Party Proprietary Data: The Disclosing Party's Third-Party Proprietary Data, if any, will be identified in a separate technical document.
- c. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
- d. Notwithstanding H.4., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs: None

4. For such Data identified with a restrictive notice pursuant to H.2. including such Data identified pursuant to this Article, Receiving Party shall:

- a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
- b. Safeguard such Data from unauthorized use and disclosure;
- c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
- d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
- e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
- f. Dispose of such Data as Disclosing Party directs.

I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - RIGHTS IN RAW DATA
GENERATED UNDER THE AGREEMENT

A. Raw Data

Raw data (i.e., unanalyzed data) and related Data produced under this Agreement is reserved to Principal Investigators (and Co-Investigators if any) named in this Agreement for scientific analysis and first publication rights for 12 months beginning with receipt of the Data in a form suitable for analysis. Subject to the provisions of the Intellectual Property Rights - Data Rights Article of this Agreement, NASA and Partner may also use the Data during the restricted period. This use will not prejudice the investigators' first publication rights.

B. Final Results

1. Final results shall be made available to the scientific community through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. Under the Publication of Results provision of the Intellectual Property Rights - Data Rights clause of this Agreement, the Parties shall coordinate proposed publications allowing a reasonable time for review and comment.

2. NASA and Partner have a royalty-free right to reproduce, distribute, and use published final results for any purposes. Partner must notify publisher of NASA's rights.

ARTICLE 11. 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 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 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 13. 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 14. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided “as is.” The Parties make 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.

ARTICLE 15. 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 16. 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.

D. With respect to the requirements in Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019, Public Law 115-232:

1. In performing this Agreement, Partner will not use, integrate with a NASA system, or procure with NASA funds (if applicable), “covered telecommunications equipment or services” (as defined in Section 889(f)(3) of the NDAA).

2. The Partner will ensure that the provisions of this Article apply to its Related Entities.

ARTICLE 17. 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 (5) years from the Effective Date, whichever comes first.

ARTICLE 18. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party. In the event of such termination, Partner will be obligated to reimburse NASA for all costs for which the Partner was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by NASA. Where Partner terminates this Agreement, Partner will also be responsible for termination costs.

ARTICLE 19. 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”, “Intellectual Property Rights”-related clauses, and “Financial Obligations” shall survive such expiration or termination of this Agreement.

ARTICLE 20. POINTS OF CONTACT

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

NASA Stennis Space Center
Arlen M. Griffey
Assistant to the Director
Mail Stop: Building 1111
Stennis Space Center, MS 39529
Phone: 228-688-1081
arlen.m.griffey@nasa.gov

The Board of Trustees of Mississippi
Institutions of Higher Learning
Keith Long
Director, Center for Higher Learning
Mail Suite: Building 1103 Room 109D
Center of Higher Learning
Stennis Space Center, MS 39529-6000
Phone: 228-688-7662
keith.long@usm.edu

With copy to:

Commissioner IHL Board of Trustees
3825 Ridgewood Road Jackson, MS 39211

ARTICLE 21. 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 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. Nothing herein shall waive sovereign or official immunities of either Party as may be applicable.

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
STENNIS SPACE CENTER

THE BOARD OF TRUSTEES OF
MISSISSIPPI INSTITUTIONS OF HIGHER
LEARNING

BY: _____
Richard J. Gilbrech, Ph. D.
Center Director

BY: Dr. Alfred McNair
Dr. Alfred E. McNair Jr.
President

DATE: _____

DATE: 11/28/2023

APPENDIX A
TO
REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN C. STENNIS SPACE CENTER
AND
BOARD OF TRUSTEES OF
MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING
FOR
THE CENTER OF HIGHER LEARNING AND RELATED UNIVERSITY ACTIVITIES

List and description of academic programs which have been authorized to be offered by CHL and associated institutions:

The University of Southern Mississippi
Hydrographic Science, MS
Marine Science, PhD. MS

Bachelor of Science in Business Administration
Master of Computer Science
Geography (Geospatial Information Technology), MS
Master of Business Administration (MBA)

Mississippi State University
Civil Engineering, MS
Electrical and Computer Engineering, MS
Industrial Engineering, MS
Master of Engineering, MS
Mechanical Engineering, MS

Certificate in Software Engineering

University of New Orleans
Applied Physics, MS
Engineering and Applied Science, PhD

Pearl River Community College
Selected Courses

APPENDIX B
TO
REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN C. STENNIS SPACE CENTER
AND
BOARD OF TRUSTEES OF MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING
FOR
THE CENTER OF HIGHER LEARNING AND RELATED UNIVERSITY ACTIVITIES

List and description of non-academic programs which have been authorized to be offered by CHL and associated institutions:

NON-ACADEMIC TRAINING

The CHL offers a wide variety of non-academic, short-term workforce development and training programs to the NASA Stennis Space Center community. This training is usually developed upon request by SSC agencies and thus may change as demand warrants. Recent examples of such training include (but are not limited to):

- Microsoft Office software applications (Word, Powerpoint, Excel, Access, MS Project)
- Information Technology (IT) Certification: CompTIA Security+, Network+, A+, Advanced Security Practitioner, Configuring Advanced Windows Server Services
- Federal Contract Management (Contracting for Services, Contract Types, Cost & Analysis, COTR)
- Writing Technical Documents / Technical Writing
- Federal Supervisory Skills
- Federal Employees Retirement Systems (FERS) and Thrift Savings Plan (TSP)
- Leadership Coaching and Leadership Development
- Project and Program Management
- ArcGIS, QGIS, ESRI (i.e., geospatial software)
- Introduction and Advanced MATLAB

RESEARCH PROGRAMS

The CHL and its affiliated university partners have long collaborated with SSC agencies in mutually-beneficial research activities that harness university research capabilities to advance agency goals and missions. These efforts have included programs in scientific 3-D visualization, the development of complex high-performance computer algorithms for oceanography, underwater acoustics, Gulf of Mexico observing systems, geospatial and remote sensing projects, and the effects of near-shore oil events. CHL and its partners will continue to develop research partnerships with SSC agencies that advance our respective missions at the John C. Stennis Space Center.

OUTREACH PROGRAMS

The CHL provides outreach support to SSC-based agencies as well as to local community groups. Some of these activities include:

- Membership in Partners for Stennis
- Membership and participation in the SSC Executive Council
- Participation in NASA's "Girls Excited about Math and Science" (GEMS) program
- Area Community Leadership-Development Awareness Forum

APPENDIX C
TO
REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN C. STENNIS SPACE CENTER
AND
BOARD OF TRUSTEES OF MISSISSIPPI INSTITUTIONS OF HIGHER LEARNING
FOR
THE CENTER OF HIGHER LEARNING AND RELATED UNIVERSITY ACTIVITIES

April, 2007 letter from SSC Center Director to CHL Director regarding academic space:

National Aeronautics and
Space Administration
John C. Stennis Space Center
Stennis Space Center, MS 39529-6000



April 17, 2007

Reply to Attn of: AA00

Mr. Joseph Swaykos
Director, University Activities
Center for Higher Learning
Building 1103, Room 103D
Stennis Space Center, MS 39529

Dear Mr. Swaykos:

We appreciate your willingness to discuss the cost of academic versus non-academic space at our facility. In 1999, we allowed for 17,127 square feet in academic space. On top of that, we allowed \$19,780 in energy costs based upon that square footage. In 2007, we are being asked to allow 32,363 square feet of space to be classified as academic with energy costs of \$86,467. Unfortunately, this growth of square footage has resulted from a definition of academic space that has gone far beyond what was originally envisioned and must be corrected to be fair and equitable to all the tenants here at the Center.

After consultation with officials from your organization and personnel from the University of Southern Mississippi (USM), we believe that we will continue to have difficulty in agreeing to a definition. We believe that the defining of lab space as academic when in fact it is used for funded research and defining offices for students as academic are inappropriate. We realize that redefining space as non-academic at this point will cause hardship primarily on the USM's program here at Stennis and for that reason, we will allow for a gradual adjustment over the next three years. USM should look at increasing its facility service charges for its grants to what is allowed on their main campus which should help in meeting its increased costs for non-academic square footage.

By this letter, we are providing guidance as to what we will approve as academic space until further notice. In 2008, we will allow for 28,000 square feet of academic space along with appropriate energy charges. In 2009, we will allow for 24,000 square feet of academic space along with appropriate energy charges. In 2010 and the years that follow, we will allow for 20,000 square feet of academic space along with appropriate energy charges.

We feel that this is the best approach to dealing with this issue. We will look to the Center for Higher Learning to manage this space allocation and will still expect the annual survey of space as called for in the Space Act Agreement. If one of your partner universities/colleges add on buildings or programs, they should be able to accommodate their academic space requirements within the limits allowed by this letter. If we need to readdress these limits based upon university/college offerings or student count, we are open to that discussion, but we would encourage the Center for Higher Learning staff to maximize the use of existing classrooms and conference rooms to stay within these limits for academic space.

I would encourage you to call upon Ron Magee (228-688-1417) and the staff in Center Operations to assist you in this important transition period in right-sizing your operations to meet the challenges presented in this letter. Our commitment to higher education at Stennis Space Center remains strong and we are encouraged by the commitment that the college and university systems are making in meeting the future academic and research needs of the Center.

Sincerely,



Richard J. Gilbrech, Ph.D.
Center Director

cc:
IA20/Dr. Herring
RA00/Mr. Magee
BA00/Mr. McLaughlin

4887-3654-1587, v. 1