

MEMORANDUM OF AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND NATIONAL SCIENCE FOUNDATION
FOR
GLOBE PROGRAM COORDINATION

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 Memorandum of Agreement (hereinafter referred to as "MOA") in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)). National Science Foundation, Directorate for Geosciences, located at 2415 Eisenhower Ave, Alexandria, VA 22314 (hereinafter referred to as "NSF"), enters into this MOA in accordance with the National Science Foundation Act of 1950, as amended (42 U.S.C. § 1861 et seq); the Science and Engineering Equal Opportunities Act (42 U.S.C. § 1885); and Title I of the Education for Economic Security Act (20 U.S.C. § 3911-3922). NASA and NSF may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The Global Learning and Observations to Benefit the Environment (GLOBE) Program has joined learners, educators, and professional and citizen scientists from around the world to study Earth system science since 1994. GLOBE aims to improve science education, enhance environmental awareness, and increase understanding of the Earth as a system. NASA leads the GLOBE Program, which includes supporting the GLOBE Implementation Office (GIO); supporting the GLOBE data and information system managed by the NASA Goddard Space Flight Center; and administering the government-to-government agreements. NASA and NSF have collaborated on GLOBE to great success since its beginning. GLOBE represents a unique opportunity for the Parties to collaborate to achieve mutual benefits in advancing science, STEM (science, technology, engineering, and mathematics) education and literacy, and global cooperation.

This agreement formalizes NSF's ongoing input into GLOBE Working Groups, U.S. Partner Forums, and other aspects of GLOBE's operation. NSF will incorporate GLOBE opportunities in its solicitations when appropriate, as well as provide support for the GIO to conduct GLOBE annual meetings and the GLOBE Learning Expedition.

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Provide support, when appropriate, to NSF to assist in GLOBE solicitation development or proposal evaluation, such as providing technical experts for the review

process, for projects that use GLOBE Program resources to address aspects of science, technology, engineering, and mathematics (STEM) education that NSF deems as high priorities, such as research on STEM learning and engagement; broadening participation of persons historically and structurally excluded in the STEM disciplines; improving STEM learning environments; and giving students global experiences in STEM.

2. With NSF, support the GLOBE Science, Education, Technology, Evaluation, Diversity, Equity, Inclusion and Accessibility Working Groups and the US Partners Forum, comprising GLOBE community members serving on a voluntary basis.

3. As NASA and NSF deem appropriate and in accordance with law, plan, and implement activities related to GLOBE science, education, evaluation, technology, communication, and other common processes shared by the GLOBE worldwide community.

4. Initiate a meeting of NASA and NSF GLOBE points of contact, as well as additional GLOBE partners as needed, at least once a year to review the respective responsibilities carried out in the previous year and discuss strategic planning and collective accomplishments through the collaboration.

B. NSF will use reasonable efforts to:

1. Subject to the availability of funds, meritorious proposals, and satisfactory performance, provide funding to projects that use GLOBE Program resources to address aspects of science, technology, engineering, and mathematics (STEM) education that NSF deems as high priorities, such as research on STEM learning and engagement; broadening participation of persons traditionally underrepresented in the STEM disciplines; improving STEM learning environments; and giving students international experiences in STEM. NSF may also fund specific activities, such as connecting relevant NSF-funded large-scale geoscience or environmental research projects with GLOBE or enabling international cooperation between the United States and foreign entities.

2. With NASA, support the GLOBE Science, Education, Technology, Evaluation, Diversity, Equity, Inclusion and Accessibility Working Groups and the US Partners Forum, comprising GLOBE community members serving on a voluntary basis.

3. As NSF and NASA deem appropriate and in accordance with law, provide input and planning advice on activities related to GLOBE science, education, evaluation, technology, communication, and other common processes shared by the GLOBE worldwide community.

4. Attend a meeting of NASA and NSF GLOBE points of contact, as well as additional GLOBE partners as needed, at least once a year to review the respective responsibilities carried out in the previous year and discuss strategic planning and collective accomplishments through the collaboration.

5. Support the GIO to conduct GLOBE annual meetings and GLOBE Learning Expedition that are held in the United States in most years and outside the United States every three-to-four years.

ARTICLE 4. SCHEDULE AND MILESTONES

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

Annual NSF – NASA GLOBE POC Meeting	FY2024
Annual NSF – NASA GLOBE POC Meeting	FY2025
Annual NSF – NASA GLOBE POC Meeting	FY2026
Annual NSF – NASA GLOBE POC Meeting	FY2027
Annual NSF – NASA GLOBE POC Meeting	FY2028

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 MOA 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 NSF, 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 NSF's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this MOA.

ARTICLE 7. LIABILITY

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this MOA.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and NSF agree that the information and data exchanged in furtherance of the activities under this MOA will be exchanged without use and disclosure restrictions

unless required by national security regulations (e.g., classified information) or as otherwise provided in this MOA or agreed to by NASA and NSF 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 NSF, custody and administration of inventions made (conceived or first actually reduced to practice) under this MOA 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 NSF may, consistent with Federal law and this Agreement, release general information regarding its own participation in this MOA as desired. Insofar as participation of the other Party in this MOA is included in a public release, NASA and NSF 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 MOA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this MOA will be disclosed, without redaction, in accordance with the NTAA.

ARTICLE 11. TERM OF AGREEMENT

This MOA becomes effective upon May 8, 2024 ("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.

Management Points of Contact

NASA National Aeronautics and Space Administration

Amy P. Chen
Program Manager - The GLOBE Program
Earth Science Division
Mail Stop: HQ-DK000
300 E Street SW
Washington, DC 20546
Phone: 202-358-0528
amy.p.chen@nasa.gov

National Science Foundation

Brandon Jones
Mail Suite: C8046
2415 Eisenhower Ave
Alexandria, VA 22314
Phone: 703-292-4713
mbjones@nsf.gov

ARTICLE 15. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this MOA shall be referred by the claimant in writing to the appropriate person identified in this MOA as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and NSF will consult and attempt to resolve all issues arising from the implementation of this MOA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories of this MOA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute.

ARTICLE 16. MODIFICATIONS

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

ARTICLE 17. APPLICABLE LAW

U.S. Federal law governs this MOA for all purposes, including, but not limited to, determining the validity of the MOA, 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:

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

NATIONAL SCIENCE
FOUNDATION

BY: _____
Karen St Germain
Director, Earth Science Division,
Science Mission Directorate

BY: _____
Alexandra R. Isern
Assistant Director
Directorate for Geosciences

DATE: _____

DATE: _____