

**TOM GREEN COUNTY
GRANT APPLICATION COVERSHEET**

Grant Name: NASA @ My Library: Patron Experience Pilot (PEP)

Grant Amount/Matching Funds: \$10,000 (\$5,000 per year)

Grant Agency: The National Center for Interactive Learning (NCIL) at the Space Science Institute (SSI) and Cornerstones of Science (CoS)

Purpose: The PEP project aims to implement and to test strategies designed to foster interest in NASA science among library patrons who are approximately 10 years and older (with tidbits for younger patrons). These strategies overlap with many existing efforts surrounding the NASA@ My Library project, and complement them by linking them within a topic, across varied modes of delivery. By doing this, the strategies are designed to reach patrons with less and more existing interest in NASA science.

Grant Period: February 1, 2019 to December 31, 2020 (2 years)

<u>Chad Cook</u>	<u>12/6/18</u>
Auditor	Date
<u>NA</u>	<u> </u>
Information Technology (if applicable)	Date

Date Grant Application Approved by Commissioners Court

GRANT AWARD COVERSHEET

Applicable Grant Documentation Provided:

Budget Amendment Provided:

_____ Auditor	_____ Date
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Date Grant Award Accepted by Commissioners Court

..... Use this coversheet for all grant documents submitted to Commissioners Court

TOM GREEN COUNTY GRANT APPLICATION CHECKLIST

Commissioners Court Date: 12/18/19

IF computer equipment, software, or peripherals will be purchased with grant funds:
Two (2) weeks prior to Commissioners Court Date submit grant information to IT
(deadline Monday at 5 p.m.) NA

One (1) week prior to Commissioners' Court Date submit grant information to the
Auditors Office (deadline Monday at 5 p.m.) X

Submit a Commissioners Court Agenda item for grant application approval – include:

- The duty of the County that the grant fulfills or supports.
- The negative impacts of not fulfilling this obligation.
- The positive effects of receiving the grant.
- The additional costs incurred by accepting the grant (None)
- New personnel requirements, if any (None)
- Any matching funds the County may be required to contribute. (None)
- How any matching funds will be funded. MIA

GRANT AWARD CHECKLIST

Commissioners Court Date: ~~5/9/2017~~ 1/5/19

One (1) week prior to Commissioners' Court Date submit grant information to the
Auditors Office (deadline Monday at 5 p.m.) to include:

- A copy of the grant award with any back-up documentation available.
- The starting and ending dates of the grant period.
- The individual responsible for submitting grant reports.
- A list of grant expenses and budget amounts.
- The department's point of contact.
- The granting agency's point of contact, to include name,
phone number, email and physical address (for external audit
confirmation letters).

**** Use this checklist for all grant documents submitted to Commissioners Court ****

NASA@ My Library Patron Experience Pilot: Summary

Grant Period: February 2, 2019 through February 1, 2020.

Report Responsibility: Wanda Green, Assistant Director

Budget: \$5,000/year, 2 year grant.

Department's POC: Jill Donegan (325) 650-8050 jill.donegan@co.tom-green.tx.us; Wanda Green, (325) 657-8005 wanda.green@co.tom-green.tx.us;

Granting Agency POC:

Cynthia Randall
Cornerstones of Science
Executive Director
PO Box 955
Brunswick, Maine 04011
207-208-8975
cynthia.randall@cornerstonesofscience.org



**Cornerstones
of Science**
awakening curiosity. enriching lives

January 31, 2019

Ms. Wanda Green
Assistant Director
Tom Green county Library System
33 West Beauregard
San Angelo, Texas 76903

Dear Wanda,

I want to thank you for your interest in the Patron Experience Pilot project, within the NASA@ My Library project. We are honored to inform you that your library has been selected as the first NASA@My Library Patron Experience Pilot library. We received many impressive Letters of Interest and our team put a great deal of thought into which library would be the best fit for the project this year.

We are particularly impressed with your submission and believe that the Tom Green County Library fits all of the criteria for this initial test. Your programming, focus on multiple age groups, engagement with community partners, and capacity to showcase the situational interest display, among other things, really made your library a strong match for this project.

Before announcing the selection of your library to the NASA@My Library project community as well as NASA, we would like to speak with you to review the roles, responsibilities and expectations of the PEP Project. We are eager to begin talking with you about our next steps. Are you available to have a conversation with Dr. Amanda Durik, who will be conducting the research and Sarah Post, Program and Library Partner Support Manager, for Cornerstones of Science, who will help train and support you and your staff through the entire project tomorrow (Friday, 2/1) between 10:00 am – 1:00 pm (EST). Please let us know if this might be possible either by phone at 207-208-8975 or by email sarah.post@cornerstonesofscience.org. If this time does not work, we can discuss the next earliest date that is convenient for you.

In closing, I would just like to mention how eager we are to begin this collaborative effort. We are so glad you applied. We look forward to working with you and to learn more about your library, staff, patrons and community.

Sincerely,

Cynthia Randall
Executive Director
cynthia.randall@cornerstonesofscience.org
207-208-8975



CONTRACT FOR SERVICES
between
Cornerstones of Science
and
Tom Green County Library System

This is a Fixed Price contract made and entered into by and between: Tom Green County Library System (hereinafter called the "Contractor"), and Cornerstones of Science, PO Box 955, 14 Maine St, Suite 215 Brunswick, ME 04011 (hereinafter called the "CoS").

Whereas CoS desires to enter into a Contract for Services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of the Contract to the satisfaction of CoS, therefore this Contract is entered into under the following terms and conditions:

1. **Services:** The Contractor agrees to perform the services as described in the attached, Appendix A, Scope of Services. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in the Contract for Service shall take precedence over any conflicting terms as may be attached hereto.
2. **Term of Contract:** From February 2, 2019 to February 1, 2020.
3. **Payment:**
 - A. CoS shall compensate the Contractor for services in accordance with the schedules as found in the attached, Appendix A, Scope of Services, and Appendix B, Deliverables, Budget and Payments. The compensation of up to \$5000 is in United States dollars.
 - B. The Contractor will be required to seek the approval of CoS for any modifications to the Budget.
 - C. The Contractor agrees to pay self-employment and income taxes, and that, as a non-employee, is not eligible for worker's compensation or other employee benefits.
 - D. Payments will be made in accordance with the payment schedule outlined in Appendix B upon submission by the Contractor of approved invoices, and only when payment is made to CoS on those invoices by the Space Science Institute against the NASA@ My Library SUBAWD 00744. The total of all payments made against this contract shall not exceed \$5000 (US).
4. **Funding and Fiscal Appropriations:** The obligations of CoS under this Contract are subject to contractual funds provided to CoS by the Space Science Institute. In the absence of such contractual funds, this Contract shall be terminated immediately by CoS upon the Contractor's receipt of notice to said effect without liability for damages, penalties, or other charges arising from early termination. The Contractor shall complete any work under this Contract for which CoS has received funding from the Space Science Institute prior to termination under this provision. Expenditures for Contracted services shall not exceed the amount stated in this contract.
5. **Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the

notice. If the Contractor fails to fulfill his/her/its obligations, CoS may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach. Should the Contract be found null and void according to the terms set forth above, the Contractor shall be notified by CoS and shall cease and desist from any further work on the Contract.

6. **Obligations in Events of Termination:** Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of CoS.
7. **Dispute resolution:** Disputes will be resolved with mediation and/or binding arbitration. The costs of arbitration will be paid by the losing party.
8. **Recordkeeping, Audit, and Inspection of Records:** The Contractor shall maintain an accurate accounting system, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. CoS or any duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, reviews, and copying of records.
9. **Political activity prohibited, Anti-Boycott Warranty:** The contract may not use any Contract funds nor shall any of the services to be provided by the Contractor be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Contract, neither the Contractor nor any controlled groups within the meaning of s.993(a)(3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott as defined in s.999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M. G. L. c.151E s.2.
10. **Publicity, Publication, Reproduction, and Use of Contract Products or Materials:** Unless provided otherwise by law, title and possession of software, equipment, furnishings, and any other documentation or product paid for with CoS funds shall rest with the CoS at the termination of the Contract. If the Contractor publishes work dealing with an aspect of performance under the Contract, or of the results and accomplishments attained in such performance, CoS shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor must explicitly state on publicity material, stationery, posters, journals, reports and other written materials, and on its premises the following: "The material is based upon work supported by the National Aeronautics and Space Administration under Grant No. NNX16AE30A. The work was also assisted and supported by the Space Science Institute, which was the recipient of the grant." and a display of the Cornerstones of Science logo.

- 11. Confidentiality:** The Contractor shall comply with all laws and regulations relating to confidentiality and privacy as defined by any and all State and Federal statutes.
- 12. Nondiscrimination in Employment and Affirmative Action:** The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Contractor agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment.
- 13. MBE/WBE Fair Share Objective:** The Contractor shall agree to ensure to the fullest extent possible that, in procuring goods and service, funds shall be made available to organizations owned or controlled by the socially and economically disadvantaged individuals including women and minority owned businesses.
- 14. Recycling:** The Contractor shall agree make reasonable efforts to use recycled paper for all products and reports which are prepared as part of this Contract.
- 15. Choice of Law:** This Contract shall be construed under and governed by the laws of the State of Maine. The Contractor agrees to bring any federal or state legal proceedings arising under this Contract in which CoS is a party, in a court of competent jurisdiction within the State of Maine. This paragraph shall not be construed to limit any other legal rights of the parties.
- 16. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- 17. Compliance with Laws and Indemnification of the Association:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of any governmental authority relating to the delivery of the services specified in the Contract. CoS may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law, the Contractor shall indemnify and hold harmless CoS, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which CoS may sustain, incur or be required to pay, resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after CoS becomes aware of it and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence. This award is subject to Executive Order 12549, "Debarment and Suspension" and IMLS implementation regulations.

- 18. Waivers:** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
- 19. Amendments:** No amendments to this Contract shall be effective unless it is signed by the authorized representatives of both parties and complies with all other regulations and requirements of law.
- 20. Entire Agreement:** The parties understand and agree that this Contract and attachments (if any) superseded all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.
- 21. Notice:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated below:

in the case of the contractor to:

Wanda Green
Assistant Director
Tom Green County Library System
33 West Beauregard
San Angelo, TX 76903
Wanda.Green@co.tom-green.tx.us
Phone: (325)655-7321, Fax: (325) 659-4027

and in the case of Cornerstones of Science:


Cynthia Randall
Executive Director
PO Box 955
14 Maine St, Suite 215
Brunswick, ME 04011
cynthia.randall@cornerstonesofscience.org
Office: 207-208-8975

Cornerstones of Science and the Contractor hereby mutually agree to the above terms and certify under the pains and penalties of perjury that to the best of my knowledge and belief, the following is true, correct, and complete:

For Cornerstones of Science

For the Contractor

By: _____

By:  _____

Authorized signature

Cynthia Randall-Executive Director
Print or type name and title

Tom Loran County
Legal name of agency/organization

Stephen C. Floyd County Judge
Print or type name and title

Federal Employer's ID
/SSN#: _____

Legal Address:

Telephone: _____

Date: _____

Date: February 5, 2019

Appendix A

Scope of Services

The Contractor shall perform the following tasks. The Contractor shall provide all facilities and personnel necessary to perform the task(s) unless otherwise noted.

1. Manage the display board content and evaluation measurers

- Establish a free-standing display (furnished by the project) in a library common area to deliver passive programming to an audience of varying ages, related to a NASA science topic (same topic for a three-month period);
- In collaboration with CoS and the PEP Researcher, select material (from NASA or its affiliates) for the display on the topic so that it grabs patrons' attention (e.g., images), provides information that sparks curiosity and can be grasped easily, allows patrons to respond (e.g., vote, guess), and offers a brief reading (2-3 paragraphs) about the presented idea;
- Update the passive programming (display and passive activities) every two weeks so that patrons come to expect new information about the same topic to be posted on the display and can therefore anticipate exploring further. Display should be updated for both adults and youth.
- Provide library staff with proper communications about the display board content, associated activities, and evaluation efforts, so they can communicate it to patrons.
- Assist CoS and the PEP Researcher in the collection of data, observations and other key evaluation measures developed as part of the PEP Project.

2. Engage library patrons with STEM programming and events

This project will promote access to NASA science discoveries and provide informal STEM learning experiences to all persons with a special emphasis on people that are underserved and underrepresented in STEM fields as identified by NASA. STEM programming and events will be coordinated with the topic featured on the display and involve:

- Facilitating active programs at the library surrounding the display topic
- Providing activities for patrons to pursue either at the library (e.g., at an activity table) and at home that are linked to the topic on the display;
- Offering three high-profile events per year that are timed so that the display can lead up to the event. The event serves as a conclusion to the topic featured on the display for the 3-month period.
- Coordinating the high-profile events around recommended *NASA@ My Library* events. These are Earth Day (April), CSLP/the anniversary of the Apollo Mission (July), and the International Observe the Moon Night (October).

3. Engage Earth and space science experts for resources and presentations - Using project guidance, the contractor will build relationships, which benefit the library patrons, with NASA and other space science organizations such as the Night Sky Network, Solar System Ambassadors and local astronomy clubs.

4. Manage the project at the library - The contractor will designate a project manager. The manager is responsible for coordinating the *NASA@ My Library PEP Project* activities. They will also interact with the Interest Development Researcher, assistants, and project evaluation team.

5. Participate in the overall evaluation process and training with researcher for research integrity
The contractor will work closely with the PEP research team to implement these strategies and to

evaluate their effectiveness by:

- Recording changes to the display (i.e., take photograph of display sides at beginning and end of each two-week period)
- Recording responses to the display (e.g., record sensor value once a week and reset to zero);
- Reporting participation at in-library activity table (e.g., number of remaining worksheets)
- Monitoring engagement at programs and with activities (e.g., number of attendees, conduct surveys, observation time)
- Offering ways for patrons to track their completion of related activities (e.g., passport system);
- Collecting survey data at high-profile events related to a given topic.

Appendix B
Deliverables, Budget and Payments

Payment	Deliverable Tasks	Maximum Allowable Amount	Time Period
1	A. Successful fulfillment of Scope of Services outlined in Appendix A of this contract; B. Participate in PEP training with Interest Development Researcher Amanda Durik and CoS Program Manager Sarah Post at the library; C. Participate in a Zoom meeting not more often than every two weeks; D. Manage content of the display board with the team for the <u>first theme</u> , provide programming around theme and use kit items, promote activities and events; E. Make purchases to add to collection, provide a culminating event around theme; and, F. Assist in evaluation measures, send data to the team, provide general circulation information.	\$ 2,000	Feb. - May 2019
2	A. Successful fulfillment of Scope of Services outlined in Appendix A of this contract; B. Participate in a Zoom meeting not more often than every two weeks; C. Collaborate with CoS and PEP Researcher to develop and-manage content of display board with the team for the <u>second theme</u> ; D. Provide programming around theme and use kit items, promote activities and events; E. Make purchases to add to collection, provide a culminating event around <u>second theme</u> ; F. Assist in evaluation measures including a passport system, send relevant data to the team, and provide general circulation information to the team.	\$ 1,500	May- Aug. 2019
3	A. Successful fulfillment of Scope of Services outlined in Appendix A of this contract;	\$ 1,500	Sept. 2019- Jan. 2020

	<p>B. Participate in a Zoom meeting not more often than every two weeks;</p> <p>C. Develop and Manage content of display board for the <u>third theme</u>, provide programming around theme and use kit items, promote activities and events;</p> <p>D. Make purchases to add to collection, provide a culminating event around second theme;</p> <p>E. Assist in evaluation measures, send relevant data to the team, and provide general circulation information to the team,</p> <p>F. Meet with team at the library for evaluation meeting.</p>		
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Required Reporting: A 1-2 page progress report, using the CoS reporting template, must accompany each invoice that summarizes the activities performed as listed under each deliverable above.

Invoicing: The amount(s) listed under the column *Maximum Allowable Invoice Amount per Deliverable* may be used to support eligible uses. Invoices, using the CoS invoice template, will contain the following certification statement – *I hereby certify that the reporting of activities and expenses are a true and accurate reporting for the time period reported and that will be the basis of a claim against the federal government.* Contractor will save receipts for all purchases and provide them to CoS if needed.

**Appendix C
Federal Flow-down Provisions for NASA Contracts**

This award is made under the authority of 5 1 U.S.C. 20 113 (e) and is subject to all applicable laws and regulations of the United States in effect on the date of this award, including, but not limited to 2 CFR Part 200 and Part 1800.

AWARD TERMS AND CONDITIONS

Location	Title	Date
Appendix A to 2 CFR Part 170	Reporting Subawards and Executive Compensation	Dec.26, 2014
2CFR 175. 15	Trafficking in persons.	Dec. 26, 2014
2 CFR 182	Government-wide requirements for Drug-Free Workplace	Dec. 26, 2014
1800.900	Terms and Conditions	Dec. 26, 2014
1800.901	Compliance with OMB Guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.	Dec.26, 2014
1800.902	Technical publications and reports.	Dec.26, 2014
1800.903	Extensions.	Dec.26, 2014
1800.904	Termination and enforcement.	Dec. 26, 2014
1800.905	Change in principal investigator or scope.	Dec. 26, 2014
1800.906	Financial management.	Dec. 26, 2014
1800.907	Equipment and other property.	Dec. 26, 2014
1800.908	Patent rights.	Dec.26, 2014

1800.909	Rights in data.	Dec.26, 2014
1800.9 10	National security.	Dec. 26, 2014
1800.9 11	Nondiscrimination.	Dec. 26, 2014
1800.912	Clean air and water.	Dec.26, 2014
1800.9 13	Investigative requirements.	Dec. 26, 2014
1800.914	Travel and transportation.	Dec. 26, 2014
1800.915	Safety.	Dec.26, 2014
1800.9 16	Buy American encouragement.	Dec.26, 2014
1800.9 17	Investigation of research misconduct.	Dec.26, 2014
1800.9 18	Allocation of risk/liability.	Dec. 26, 2014

Unless otherwise specified, the terms and conditions in 2 CFR 1800.900 to 1800.918 and the requirements in 2 CFR 170, 175, and 182 apply and are incorporated by reference. To view full text of these requirements and terms and conditions go to https://prod.nais.nasa.gov/pub/pub_library/srba/index.html.

ASSIGNMENT

Contractor shall not assign or transfer any interest in this Contract to another party without the written consent of both parties. Notwithstanding any assignment, whether or not consented to, Contractor shall remain liable for all obligations under this Contract.

CATALOG FEDERAL DOMESTIC ASSISTANCE (CFDA)

The applicable Catalog of Federal Domestic Assistance (CFDA) number for this award is 43.001 - Science. The Federal Awardee/Recipient shall use this CFDA number for all Federal reporting, as required.

DISPUTES; CHOICE OF LAW

(a) Any claim or controversy arising out of or relating to this Contract shall be submitted to non-binding mediation prior to the filing of any legal action, the costs of mediation to be shared equally by the parties. The mediator shall be chosen by the parties. Neither party may file suit against the other unless the mediator first certifies in writing that mediation efforts have failed and further efforts are unlikely to resolve the issues in dispute.

(b) If any action is brought in a court by either party concerning the enforcement, interpretation, or construction of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, as well as costs, including expert witness fees, incurred in the prosecution or defense of such action.

(c) This Contract shall be governed and interpreted under the laws of the United States of America. In the event that litigation arises out of or relates to this Contract, such litigation will be conducted in a location mutually agreed upon by both parties within five (5) business days of such necessity arising.

(d) If any provision of this Contract is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction, or by any regulatory agency having jurisdiction, such determination shall have no effect on the validity of any other provision of this Contract.

FEDERAL, STATE, AND LOCAL TAXES

Unless otherwise provided for in the Contract, the costs and payments established in this Contract include all applicable Federal, State, and local taxes and duties.

EQUAL OPPORTUNITY [FAR 52.222-26 – 4/84]

(The following Article is applicable unless this Contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor issued under Executive Order 11246, as amended; for example, work performed outside the United States by employees recruited outside the United States is exempt from the requirements of this Article. If, during any 12-month period [including the 12 months preceding the award of this Contract], the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with FAR 52.222-26 during performance of this Contract. Upon request, the Contractor shall provide information necessary to determine the applicability of this Article.) Incorporate by reference FAR 52.222-26, Equal Opportunity (E.O. 11246).

INSURANCE AND LIABILITY

(a) Through either a commercial insurance carrier or reasonable self-insurance mechanism, Contractor agrees to maintain adequate and appropriate types and amounts of insurance, including, but not limited to, insurance for worker's compensation, comprehensive general liability insurance, and employer's liability insurance.

(b) Each party agrees to be responsible for any and all claims that result from its performance or failure to perform its duties.

INVALIDITY

If any provision in this Contract is invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired thereby, and there shall be substituted for the invalid, illegal, or unenforceable provision the most similar provision that is valid, legal, and enforceable.

LIMITED RELEASE OF RECIPIENT CONFIDENTIAL BUSINESS INFORMATION

(a) NASA may find it necessary to release information submitted by the Recipient pursuant to the provisions of this grant/cooperative agreement to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this grant/cooperative agreement, the Recipient hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Recipient's CBI include, but are not limited to, the following:

- (1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both pre-award and post award audit support and specialized technical support to NASA's technical evaluation panels;
- (2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation and maintenance, including performing data processing and management functions for the Agency.

(c) Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information act are not affected by this clause.

(e) The Recipient agrees to include this provision, including this paragraph (e), in all subcontracts/sub-awards at all levels awarded pursuant to this grant/cooperative agreement that require the furnishing of confidential business information by the subcontractor/sub-recipient.

NO JOINT VENTURE

(a) Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to act toward third persons or the public in any manner that would indicate any such relationship.

(b) In the performance of this Contract, Contractor shall be deemed to be and shall be an independent contractor and shall not be entitled to any benefits applicable to employees of CoS.

NONDISCRIMINATION

(a) Contractor acknowledges that Federal financial assistance will be provided in connection with this Contract. By accepting this Contract, Contractor certifies that it is in compliance with the following Federal statutes prohibiting discrimination. Contractor also assures CoS that its performance and actions under the Contract will continue to be in accordance with these statutes and any applicable implementing regulations:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)(1)), which prohibits discrimination on the basis of race, color, or national origin;
- (2) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et. seq.*), which prohibits discrimination on the basis of sex;
- (3) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination against otherwise qualified persons on the basis of disability;
- (4) The Age Discrimination Act of 1975 (42 U.S.C. § 6101), which prohibits discrimination on the basis of age; and
- (5) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), which addresses discrimination against individuals with disabilities.

(b) Unless otherwise exempt by applicable federal statute or regulation, Contractor shall include a provision identical to this clause in every contract or purchase order entered into with third parties in connection with this Contract, so that these terms and conditions shall be binding upon such contractor or vendor.

NOTICE TO CoS OF LABOR DISPUTES [FAR 52.222-1 – 2/97]

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice to CoS. The initial notice shall include the following:

- (1) Identification of parts/materials, etc., which are or may be affected;
- (2) Brief description of work-around plans to avoid delivery or performance delays. If the actual or potential dispute involves a lower-tier subcontractor, advise as to potential alternate sources;
- (3) Other Government agencies having responsibility for any functions concerning the affected operation, e.g., quality control, agency resident representative, etc., and the title, name and telephone of the agency representative.
- (4) Other Government agencies which have been notified of the situation, and if available, the title, name and telephone number of any representative of another agency who is involved with the actual or threatened labor dispute;

- (5) Specific information regarding transportation of parts/materials or personnel which is or may be affected;
- (6) Manufacturer/Subcontractor and union data to include:
- (A) Name, address and telephone numbers of the manufacturer/subcontractor representative and Industrial Relations Representative to be contacted for further information;
 - (B) Union's name and local lodge number, if known. If any of the required information is not available when providing the initial notice, indicate when it is estimated that such information can be provided.
- (b) Contractor agrees to insert the substance of this Article, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that, in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher-tier subcontractor or CoS, as the case may be, concerning the dispute.

PUBLICATIONS AND ACKNOWLEDGEMENT OF SUPPORT

- (a) Contractor shall be free to publish results of the Work, provided that two (2) review copies of materials intended for publication are submitted to CoS prior to publication. Contractor agrees to give CoS's review comments serious consideration prior to publishing, and to acknowledge NASA and CoS support in any publication (including World Wide Web pages) in the following terms: "The material is based upon work supported by the National Aeronautics and Space Administration under Grant No. NNX16AE30A. The work was also assisted and supported by the Space Science Institute, which was the recipient of the grant." All materials, except scientific articles or papers published in scientific journals, must also contain the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of NASA, the Space Science Institute, or Cornerstones of Science."
- (b) Contractor acknowledges that the use of the NASA logo is governed by Federal regulation. Therefore, Contractor agrees that it will obtain CoS's approval of any element of the Work that contains the NASA logo before Contractor produces that element of the Work.

RESTRICTIONS ON THE USE OF THE NASA SEAL, INSIGNIA, LOGOTYPE, PROGRAM IDENTIFIERS, OR FLAGS (DEC 2014)

- (a) In accordance with 14 CFR Part 1221, the NASA Seal, NASA Insignia, NASA Logotype, NASA Program Identifiers, and the NASA Flags are protected and shall be used exclusively to represent NASA, its programs, projects, functions, activities, or elements.
- (b) The use of these devices by recipients shall be governed by the requirements and restrictions set forth at 14 CFR §§ 1221.109-113. Requests for use of these devices by recipients shall be subject to the prior written approval of the NASA Grant Officer in conjunction with the NASA Headquarters, Office of Communications.
- (c) The use of these devices by recipients for any purpose other than as authorized by NASA regulations shall be prohibited. Their misuse shall be subject to the penalties authorized by statute, as set forth in 14 CFR § 1221.115 and shall be reported as provided in 14 CFR § 1221.116.

RIGHTS IN DATA

- (a) Contractor hereby grants to CoS and NASA an irrevocable, worldwide, royalty-free, non-exclusive,

nontransferable license to exercise any rights to the data and materials developed by Contractor during performance of the Work. "Materials" shall mean any text, documents, reports, books, journal articles, software, databases, drawings, paintings, illustrations, artwork, sound recordings, videotapes, videodiscs, and recorded information, regardless of medium from or medium in which recorded, and any copyrightable work.

The license rights granted in this article shall include the rights to use, reproduce, distribute (including distribution by transmission) to the public, perform publicly, prepare derivative works, and display publicly, data and materials in whole or in part and in any manner for CoS's purposes, or in the case of NASA, for Federal purposes, and to have or permit others to do so for Federal purposes only. "Federal purposes" include competitive procurement but do not include the right to have or permit others to use data for commercial purposes. Nothing herein shall be deemed to limit CoS's right to collect or charge fees in connection with its license rights, provided such commercial use is consistent with its status as a nonprofit organization.

(b) CoS hereby grants to Contractor the right to distribute for informational purposes the data and materials developed by Contractor during performance of the Work. If Contractor will use the data and materials for a commercial purpose, Contractor must obtain CoS's prior, written approval.

SUBAWARDS & SUBCONTRACTS

Contractor shall not enter into sub-awards, contracts, or subcontracts using funds provided under this Contract without prior written approval from CoS.