NONREIMBURSABLE MEMORANDUM OF AGREEMENT
BETWEEN
NASA
AND
(Name of School District)
FOR
(Name of School District) HUNCH (HIGH SCHOOL STUDENTS UNITED WITH NASA TO CREATE HARDWARE) PROGRAM

ARTICLE 1. AUTHORITY

In accordance with The National Aeronautics and Space Act of 1958, as amended (42 U.S.C. § 2473 (c)), this Agreement is entered into by the International Space Station Program, National Aeronautics and Space Administration Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, MC AT, Bdg. 45 Rm 448, Houston, TX 77058 (hereinafter referred to as "NASA JSC," "JSC" or "NASA"), and (Name of School District), (hereinafter referred to as "(Acronym of School District)" or "Partner" or "Participant") with a place of business at (Address of School District). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE AND AGENCY COMMITMENT

The goal of HUNCH is to inspire the next generation of explorers through hands on projects for students. (Acronym of School District) wishes to take part in the HUNCH Project and provide (Acronym of School District) students with the opportunity to create training hardware mock-ups that may be used by NASA JSC in the training of ground based personnel in furtherance of NASA Programs, and Projects. The purpose of the partnership is to facilitate collaboration between NASA and (Acronym of School District) to allow high school and career technical education students the opportunity to study realistic space program hardware designs and fabricate simulated hardware ("mock-ups") based on those designs.

This SAA will allow NASA JSC the opportunity to disseminate information about its Mission, Vision, Programs, and Projects to students. This education outreach opportunity will directly involve high school students in creating training mock-ups that could potentially be used by the National Space Program. It is hoped that these activities will inspire these students to become the next generation of scientists, engineers, and explorers. This SAA will also further the education objectives of (Acronym of School District) by incorporating space program hardware designs into the District's existing curriculum.

ARTICLE 3. RESPONSIBILITIES

Partner will use reasonable efforts to:

1. Provide appropriate guidance to the students relating to fabrication quality, timeliness and fidelity of NASA provided designs.
2. Choose appropriate students with necessary skills to fabricate the supplied designs.
3. Ensure students are provided with safe working conditions and assignments.
4. Provide facilities, equipment, and tools needed to perform these tasks.
5. Meet with JSC to status ongoing projects, and participate with JSC for the acceptance of individual projects.
6. Supervise all student activities relating to this SAA.
7. Ensure that any and all equipment loaned from NASA JSC to (Acronym of School District) is used only in support of the activities outlined by this SAA and the resulting HUNCH projects.

NASA JSC will use reasonable efforts to:

1. Provide design drawings, descriptions, and other information necessary for the students to successfully fabricate training hardware.
2. Provide consultation on a periodic basis to assist the students in fabricating the products. These consultations will be provided on a time available basis.
3. Provide raw materials and consumables that are required for the construction of the training hardware.
4. Complete any required prep or packaging of loaned equipment prior to shipping from JSC.
5. Provide shipping and/or transportation of raw materials, partially completed mockups and finished mockups between (Acronym of School District) and JSC.
6. Meet with the schools for status of ongoing projects and participate with the schools for acceptance of individual projects.
7. Loan the equipment listed in Attachment A to LCSD#1.

ARTICLE 4. SCHEDULE AND MILESTONES

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

NASA and (Acronym of School District) will select projects of mutual interest. Beginning of each semester

NASA provides Partner with design drawings and raw materials. Beginning of each semester after projects selected

NASA and Partner review completed projects and select new projects. At the end of each school semester

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds or other financial obligations 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, Title 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 personnel, facilities and 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 usage of the facilities, equipment, and personnel shall have priority over the usage 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 commercial users, NASA, in its sole discretion, shall determine the
priority as between the two users. 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 U.S. private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

1. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's related entities (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier), and employees of the other Party's related entities for any injury to, or death of, the waiving Party's employees or the employees of its related entities, or for damage to, or loss of, the waiving Party's property or the property of its related entities, or for both, arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. Each Party further agrees to extend this cross-waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against the other Party, related entities of the other Party, employees of the other Party, and employees of its related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

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

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

1. The invention and patent rights set forth herein are applicable to any employees, contractors, subcontractors, or other entities having a legal relationship with Partner which are assigned, tasked, or contracted with to perform specified Partner activities under this Agreement. Partner agrees to inform such employees, contractors, subcontractors, or other entities of the obligations under this clause and to bind them to such obligations.

2. Based on the purpose and scope of this Agreement, and the responsibilities of the Parties, NASA has made an administrative determination that the provisions of section 305(a) of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. § 2457(a)), do not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) as a consequence of the performance of activities under this Agreement will remain with the respective inventing party(ies). No invention or patent rights are exchanged between NASA and Partner unless otherwise specifically agreed and set forth in this Agreement. NASA and Partner agree to use reasonable efforts to identify and report to each other any invention that is believed to have been made jointly by employees of NASA (including employees of NASA contractors or subcontractors) and employees of Partner (including employees of Partner's contractors, subcontractors, or other entities). NASA and Partner will in good faith consult and agree as to the responsibilities and course of action to be taken to establish and maintain patent protection on such joint inventions and on the terms and conditions of any license or other rights to be exchanged or
granted by or between NASA and Partner.

ARTICLE 11. USE OF NASA NAME, INITIALS AND EMBLEMS AND RELEASE OF GENERAL INFORMATION TO THE PUBLIC

1. NASA Name and Initials

Partner agrees the words "National Aeronautics and Space Administration" and the letters "NASA" will not be used in connection with a product or service in a manner reasonably calculated to convey any impression that such product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. In addition, with the exception of release of general information in accordance with paragraph 3 below, Partner agrees that any proposed public use of the NASA name or initials (including press releases resulting from activities conducted under this Agreement and all promotional and advertising use) shall be submitted by Partner in advance to the NASA Assistant Administrator for Public Affairs or designee ("NASA Public Affairs") for review and approval. Approval by NASA Public Affairs shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems

Use of NASA emblems/devices (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) are governed by 14 C.F.R. Part 1221. Partner agrees that any proposed use of such emblems/devices shall be submitted to NASA Public Affairs for review and approval in accordance with such regulations.

3. Release of General Information to the Public

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 12. DISCLAIMER OF WARRANTY

Equipment, facilities, technical information, and services provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of such equipment, facilities, technical information, or services, 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 equipment, facilities, technical information, or services provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 13. COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, and environmental laws and regulations. Access by 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.

ARTICLE 14. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below (herein referred to as the "Effective Date") and shall remain in effect for three (3) years from the Effective Date.

ARTICLE 15. RIGHT TO TERMINATE

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

ARTICLE 16. CONTINUING OBLIGATIONS

The obligations of the Parties set forth in the provisions entitled "Liability and Risk of Loss," "Intellectual Property Rights - Data Rights," "Intellectual Property Rights - Patent and Invention Rights," and "Loan of Government Property" shall continue to apply after the expiration or termination of this Agreement.

ARTICLE 17. MANAGEMENT POINTS OF CONTACTS

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement.

<table>
<thead>
<tr>
<th>Technical Points of Contact</th>
<th>(Name of School District)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NASA Johnson Space Center</td>
<td>Name of CATE Director or Principal</td>
</tr>
<tr>
<td>Stacy L. Hale</td>
<td>Title</td>
</tr>
<tr>
<td>HUNCH Program Manager</td>
<td>Address</td>
</tr>
<tr>
<td>Mail Stop: OZ</td>
<td>Phone:</td>
</tr>
<tr>
<td>2101 NASA Parkway</td>
<td>Fax:</td>
</tr>
<tr>
<td>Houston, TX 77058</td>
<td>email</td>
</tr>
<tr>
<td>Phone: (281) 483-6302</td>
<td></td>
</tr>
<tr>
<td>Fax: (281) 483-5880</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:stacy.l.hale@nasa.gov">stacy.l.hale@nasa.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 18. DISPUTE RESOLUTION

Except as otherwise provided in the article of this Agreement entitled "Priority of Use," for those activities governed by 37 C.F.R. Part 404 under the article of this Agreement entitled "Intellectual Property Rights – Patent and Invention Rights," 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 as the "Points of Contact (POCs)." The persons identified as the "Points of Contact (POCs)" 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 supervisors of the POCs, or their designated representatives, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA JSC Center Director, or that person's designee, will issue a written decision which shall be a final Agency decision for all purposes including judicial review. Nothing in this section limits or prevents either Party from pursuing
any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 19. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

ARTICLE 20. 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 this Agreement.

ARTICLE 21. APPLICABLE LAW

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

ARTICLE 22. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect 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 23. LOAN OF GOVERNMENT PROPERTY

1. In order to further activities set forth in this Agreement, the Parties acknowledge that NASA may loan the following Government property to Partner:

See Addendum provided as Attachment A to this agreement.

The Parties may, from time-to-time hereafter, agree to add items of loaned equipment to or delete items of loaned equipment from the Addendum attached herein and specified as Attachment "A" hereof. In such event, the Parties agree that the execution of a separate Agreement or Modification between them will not be necessary. Rather, the Parties shall prepare separate and successive Addenda identifying newly-loaned equipment and/or equipment to be returned. As each succeeding Addendum is added hereto, it shall be: (a) dated; (b) marked in alphabetical order (commencing with Attachment "B"); (c) be a revised listing of all equipment under the agreement, identifying each item of equipment newly loaned as such and/or previously-loaned equipment that is being returned as such; (d) be executed by a duly authorized representative of the Partner and by the JSC Supply and Equipment Management Officer (SEMO) after his or her review and approval; and (e) without detaching the previous Addendum, be appended hereto. Each successive Addendum shall be incorporated into this Agreement, shall in all things be subject to the terms hereof, and shall in no way modify such other terms hereof.

2. Any property on loan from NASA (hereinafter referred to as the "PROPERTY") is not being provided to Partner as a substitute for the purchasing of the same type of property by Partner under any contract or grant that Partner has, or may have, with a third party. Furthermore, such PROPERTY is not excess to NASA's requirements and its use is anticipated upon its return to NASA.
3. In support of any loan the Partner shall:
(a) Operate the PROPERTY at Partner's expense;
(b) Furnish all utilities (e.g., water, electricity) and operating materials required for the operation of the PROPERTY;
(c) Bear all costs associated with the use and enjoyment of the PROPERTY under the terms of this Agreement, including such costs associated with operating the PROPERTY;
(d) Transport the PROPERTY in accordance with good commercial practice;
(e) Acknowledge that the privilege of using and enjoying the PROPERTY exists solely by virtue of this Agreement with NASA, the owner of said PROPERTY, and not as of right;
(f) Identify, mark, and record all of the PROPERTY promptly upon receipt, and maintain such identity so long as it remains in the custody, possession, or control of Partner.
(g) Maintain suitable records for each item of PROPERTY. As a minimum, such records shall show description, identification number, unit cost, quantity, dates of receipt, condition upon receipt, and location. Partner shall perform an inventory of the PROPERTY one (1) year from the Effective Date of this Agreement, and every year thereafter, if the Agreement is still in effect, and send such inventory report to NASA. The report shall include a statement validating any requirement to continue the loan. Further, Partner shall provide to NASA, upon reasonable request, records sufficient to disclose the date of inspections, the deficiencies discovered as a result of inspections, and the maintenance actions performed. This annual report shall be submitted to the following NASA point of contact (POC):

NASA Johnson Space Center
ATTN: Supply Equipment Management Officer (SEMO)
Mail Code JB / Logistics Division
2101 NASA Parkway
Houston, Texas 77058

(h) Assume responsibility for loss or damage to the PROPERTY, reasonable wear and tear excepted and, with the same limitation for wear and tear, agrees to return the PROPERTY to NASA in as good condition as when received. It is understood that Partner is responsible for any loss or damage to the Property while it is in the care, custody, and control of Partner, its employees, contractors, subcontractors, agents, or principal investigators, notwithstanding the general liability provisions of the Article entitled "Liability and Risk of Loss".
(i) Report any loss, damage, or destruction of PROPERTY to the NASA POC identified above within ten (10) working days from the date of the discovery thereof.

ARTICLE 24. 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
JOHNSON SPACE CENTER

(Name of School District)

BY: __________________________
Michael T. Suffredini
Manager, International Space Station Program

BY: __________________________
Superintendent or Dean or President
Title
Address
Phone:
Fax: