

SUBAWD 00782

COST REIMBURSEMENT SUBAWARD NO. 0000782
UNDER
NATIONAL SCIENCE FOUNDATION AWARD. DRL-1657593, CFDA No. 47.076

“Project BUILD: Building Using an Interactive Learning Design”

SCHEDULE

ARTICLE 1. CONTRACTING PARTIES

The contracting parties are the Space Science Institute, a nonprofit corporation organized and existing under the laws of the State of Colorado (hereinafter SSI), and Broward County, a political subdivision of the State of Florida (hereinafter “Contractor,” which shall mean “subawardee” or “subgrantee”). The Contractor’s contact information is:

Name: Broward County – African-American Research Library and Cultural Center
Address: 2650 Sistrunk Blvd.
Fort Lauderdale, FL 33311
Phone: 954-357-5996
Email: tzimmerm@broward.org
DUNS #: 0669383580

ARTICLE 2. POINTS OF CONTACT

- 2.1** The SSI Contract Representative is Courtney L. Stanton. The Principal Investigator for the Grant under which this Contract is authorized is Dr. Paul Dusenbery. The SSI contact information for contractual matters, notices, and consents is:

Space Science Institute
4750 Walnut St. Suite 205
Boulder, CO 80301
Phone: 720.974.5867
Fax: 720.974.5838

- 2.2** The Contractor’s Technical Representative is Lisa Jackson. Contractor shall not substitute other personnel for the Representative, nor remove or divert the Technical Representative from performing work under this Contract without SSI’s written consent.
- 2.3** The Contractor’s Contract Representative is Tara Zimmermann. Contractor shall inform SSI’s Contract Representative in the event that other personnel are substituted for the Contract Representative.
- 2.4** The parties agree that all administrative and contractual matters shall be handled through the Contract Representatives designated above. Only the designated SSI Contract Representative may issue change orders or other instructions that would result in a change to this Contract. Each party shall provide all notices and consents required under this Contract in writing, by fax or by U.S. mail. *The designated SSI Contract Representative is Courtney L. Stanton. Contractor acts at its own risk by accepting the PI’s statement, written or verbal, that Contractor may engage in work outside the Period of Performance and/or that Contractor may invoice SSI in excess of the allotted contract amount.*

ARTICLE 3. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

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- 3.1 This Contract consists of the Schedule, SSI's General Provisions for NSF contracts (Exhibit A), and any other documents or exhibits designated by SSI as part of the Contract. These items constitute the entire understanding and agreement between the parties and shall supersede any prior agreements not incorporated in the Contract.
- 3.2 Any inconsistency in this Contract shall be resolved by giving precedence in the following order: (1) NSF's grant award terms and conditions; (2) NSF's regulations, rules, and orders; (3) contract Schedule; (4) SSI's General Provisions; and (5) other documents, exhibits, and attachments.

ARTICLE 4. CONTRACT INFORMATION

- 4.1 *Effective date:* The effective date of this Contract shall be: 4/1/2017.
- 4.2 *Completion date:* 2/28/2020.
- 4.3 *Period of performance:* The effective date and completion date define this Contract's period of performance. The period of performance may be extended through the issuance of a contract modification.

ARTICLE 5. STATEMENT OF WORK

- 5.1 *Tasks.* The Contractor shall perform the following tasks ("Work") during the period of performance. The Contractor shall provide all facilities and personnel necessary to perform the task(s) unless otherwise noted.
 - .1 Conduct community dialogue events, focus on programming kit development and dissemination as a pilot library, travel to Denver in Year 2 for the project team meeting, participate in focus group and other evaluation activities as requested, and other tasks as developed upon project progression.
- 5.2 *Progress and Technical Reports.*
 - .1 Except as otherwise provided in this Contract, the point of inspection, acceptance, and delivery of all supplies deliverable under this Contract shall be the Space Science Institute, 4750 Walnut Street, Suite 205, Boulder, Colorado 80301. All such supplies shall be packaged in such a manner to ensure safe delivery and shall be shipped prepaid and at the Contractor's expense to the point of delivery.
 - .2 In addition to any deliverable requirements, the Principal Investigator and the Contractor shall communicate and consult with each other as frequently as necessary in order to perform the Work under this Contract. Contractor shall submit reports as mutually agreed between the Principal Investigator and Contractor, and as required by NSF.

ARTICLE 6. ALLOWABLE COSTS AND PAYMENT

- 6.1 *Estimated Cost.*

Estimated Cost of Labor:	<u>\$7,559.00</u>
Estimated Travel Costs:	<u>\$2,478.00</u>
Estimated Other Direct Costs:	<u>\$3,899.00</u>
Total Direct Costs:	<u>\$13,936.00</u>
Indirect Costs:	<u>\$1,064.00</u>

Estimated Total Contract: \$15,000.00

- 6.2 *Amount Allotted.* The amount currently allotted to this Contract is \$5,411.00.
- 6.3 *Precontract Costs.* Allowance for costs incurred in anticipation of Contract award, but prior to the date of this Contract, is provided to the same extent that such costs would have been allowable if incurred after the date of this Contract.
- 6.4 *Invoices.* On a monthly basis, Contractor shall submit signed invoices for allowable costs and payments to SSI via email to SSIAP@spacescience.org using a pre-approved invoicing template or, in hard-copy triplicate to the following address:

Space Science Institute
4750 Walnut Street, Suite 205
Boulder, Colorado 80301
Attn: Accounts Payable

Invoices shall include a description of work in sufficient detail to justify costs, dates the work was performed, the SSI agreement number, amount of the invoice, amount invoiced to date, and shall contain a certification stating that the costs are accurate and correct. Any costs other than labor and indirect shall also be accompanied by sufficient back-up as to verify allowability of expenses.

Any delay in receipt of monthly invoices from Contractor or submission of sufficient back-up documentation when needed or requested will result in the addition of a monthly financial report, in order to verify to the funding agency that spending and costs incurred are allowable and timely per the project timeline and funding requirements.

- 6.5 *Allowable Costs.* Contractor acknowledges that any costs incurred under this Contract are subject to NSF's requirements and the terms and conditions governing the Grant under which this Contract is issued. For the purpose of determining the amounts payable to the Contractor under this Contract, the allowability of costs shall be determined in accordance with (i) *Uniform Guidance*, as in effect on the date of this Contract; and (ii) the terms of this Contract, provided that the advance understanding, if any, on particular items of cost set forth below shall be given effect. In the event of any inconsistency between such advance understanding and the cost principles referred to in (i) above, the cost principles shall prevail.

6.6

(1) Direct Costs:

SSI agrees to compensate Contractor for direct costs incurred in the performance of the Work up to an amount not to exceed thirteen thousand nine hundred thirty-six dollars and zero cents (\$13,936.00), provided that (a) the costs are reasonable and allocable to the Work; (b) the total of such costs does not exceed Contractor's allocated costs as set forth in Exhibit B; (c) progress and technical reports are submitted as required in this Contract; (d) such costs were allowable by the terms of this Contract; (e) such costs were incurred in accordance with Contractor's established policies and procedures; (f) Contractor is in substantial compliance with the terms and conditions of this Contract; and (g) *Contractor has not billed SSI in excess of the amount currently allotted to the Contract.*

(2) Indirect Costs:

SSI agrees to compensate Contractor for indirect costs at the rate of 7.63% not to exceed one thousand sixty-four dollars and zero cents (\$1,064.00) provided that Contractor is in

compliance with required state and federal regulations relating to its indirect cost rate and does not exceed the amount current allocated to this Agreement.

- 6.7 *Payment.* Payment will not be made unless Contractor has performed satisfactorily, *the invoices clearly indicate the number of the SSI agreement, the nature of each cost or charge, the date those charges were incurred, and Contractor has not billed SSI in excess of the amount currently allotted to the Contract.* Contractor's final invoice must be received by SSI within sixty (60) calendar days after the termination date of this Contract, and it must be marked "FINAL."

ARTICLE 7. RECORDS AND AUDITS

- 7.1 *Financial Records.* Contractor agrees to maintain adequate financial records in accordance with generally accepted accounting practices. To substantiate costs, any transaction document(s) must clearly describe the nature of each expense, as authorized in the approved budget and/or terms of this Contract.
- 7.2 *Record Retention.* Contractor agrees to retain all records related to the Contract and make them available for examination by SSI, NSF, or the Comptroller General of the United States, or their duly authorized representatives for a period of three (3) years from the date of submission of the final invoice and/or the completion or settlement date resulting from early termination of the Contract; or, if any litigation, claim, or audit related to the Contract is started before the expiration of the three (3) year period, then Contractor shall retain the records until such matter is resolved. If a particular document requires retention for a period longer than three (3) years, SSI will notify contractor at the time the record is issued.
- 7.3 *Audit.* Contractor acknowledges that non-federal entities receiving Federal assistance in the form of grants and awards are subject to various statutory and regulatory requirements, including *Uniform Guidance*. Contractor agrees to permit auditors to have access to any records and financial statements necessary to comply with federal requirements. **Contractor further agrees to provide SSI with an annual copy of any audit report(s) issued within thirty (30) days of issuance. In accordance with any relevant audit findings, Contractor agrees to provide SSI with a copy of their Corrective Action Plan ("CAP") (per agency regulations). If the CAP is not received or deemed acceptable to address the findings by the auditors, SSI, and/or NSF, SSI reserves the right to issue a stop-work order or terminate the contract for default until an acceptable CAP is provided and accepted.**

ARTICLE 8. CONFIDENTIALITY

- 8.1 In the course of performing the Work, SSI and Contractor may acquire information from the other that is confidential, proprietary, or non-public in nature ("confidential information"). Confidential information shall include, but not be limited to, financial, technical, design, and other information concerning the Work or SSI or Contractor, whether in written, oral, or electronic format, including all notes, analyses, or studies. Confidential information does not include any information that (a) has become generally available to the public other than as a result of disclosure by either party; (b) was available to either party on a non-confidential basis prior to its disclosure; (c) was discovered as a result of a valid court order or subpoena, or a valid request from a governmental authority; or (d) becomes available to either party on a non-confidential basis from a source other than SSI or Contractor, provided that the source of such information was not prohibited from disclosing the information to the party.

8.2 To the extent allowable by law, both parties agree to keep confidential information confidential and shall not, without prior, written permission of the appropriate party, disclose such information in any manner whatsoever, in whole or in part.

8.3 Both parties agree that each shall be responsible for any breach of this Article by their representatives.

ARTICLE 9. INDEMNIFICATION

9.1 Nothing herein is intended to serve as a waiver of sovereign immunity by Contractor, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other Agreement. Contractor is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. SSI (its directors, officers, and employees) shall not be liable for any injuries or damages to any person, entity, or property in connection with Contractor's performance of the Work, except to the extent caused by the willful or negligent conduct of SSI.

ARTICLE 10. TERMINATION

10.1 *For convenience.* SSI or the Contractor may terminate this Contract for convenience upon providing SSI or the Contractor with written notice. Upon receipt of such notice, Contractor agrees to make no further commitments under the Contract, and to take all reasonable actions to cancel outstanding obligations. If SSI cancels for convenience, the total cost of the Contract at the time of termination shall be informally negotiated between the parties. If no informal agreement is reached within seven (7) days, then the mediation procedures established in the Disputes clause shall apply. In no event may the amount paid upon termination exceed the amount of the Contract.

10.2 *For default/cause.*

- .1** If Contractor fails to perform as agreed in this Contract, then SSI may terminate this Contract, in whole or in part, by providing Contractor with written notice of default that specifies Contractor's failures. If the Contract amount exceeds \$25,000, and the default is one that could be reasonably cured, then Contractor shall have ten days from receipt of such notice to cure the default, or more, if authorized by SSI.
- .2** Once Contractor receives a notice of default, if it is determined that Contractor was not in default, or that the failure to perform arose from causes beyond Contractor's control and without its fault or negligence, then the termination by SSI shall be deemed to be one for convenience rather than default, and the effects of termination for default set forth below shall not apply. Examples of causes that shall be deemed beyond a party's control are catastrophic events, such as fires or floods, and the acts of third parties, such as strikes and freight embargoes.
- .3** If this Contract or any part of it is terminated for default, then the following provisions shall apply: **(1)** Contractor shall be liable to SSI for any actual damages incurred as a result of the default. **(2)** SSI may acquire, at its discretion, goods or services similar to those terminated, and Contractor shall be liable to SSI for the excess costs above the Contract amount incurred to procure such goods or services. **(3)** SSI may require Contractor to transfer title and deliver to it any completed portion of any products or materials specified in this Contract, and to protect and preserve property in Contractor's possession in which SSI has an interest. **(4)** SSI shall pay the amounts agreed to for the

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completed portion of products delivered and accepted, or for services performed. Both parties shall agree on the amount of payment for products delivered or services performed, and for the preservation of property. SSI may withhold from these amounts any sum that SSI determines is necessary to protect it against loss from outstanding amounts or damages owed by Contractor, or any outstanding claims against Contractor, including, without limitation, liens. **(5)** The rights and remedies under this Contract shall be in addition to any other rights provided under law, such as the Uniform Commercial Code, or under this Contract and any referenced documents.

ARTICLE 11. CERTIFICATIONS

11.1 By accepting this Contract, Contractor hereby certifies each of the following:

Contractor is in compliance with the following federal statutes prohibiting discrimination and assures SSI that its performance in connection with this Contract shall continue to be in compliance with these statutes and their implementing regulations: **(1)** That Contractor is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. **(2)** That Contractor is not delinquent on any Federal debt. **(3)** That Contractor will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701) and its implementing regulations. **(4)** That Contractor has not paid or received funds in violation of the Byrd Anti-Lobbying Amendment (31 USC 1352), and has complied with any applicable reporting requirements. **(5)** That Contractor is in compliance with Executive Order 11246, "Equal Employment Opportunity", as supplemented by the regulations at 41 CFR Part 60. **(6)** Contractor is in compliance with the Restrictions on Funding Activities with China (per Public Law 112-10, Section 1340(a) and Public Law 112-55, Section 539). **(7)** Contractor is current with their registration for CCR unless exempted from such requirement under 2 CFR 25, 110.

11.2 Contractor agrees to notify SSI immediately if there is any change of status in the subarticles above.

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IN WITNESS THEREOF, the authorized officers of the respective parties do hereby set their hand.

Space Science Institute

Broward County

Courtney L. Stanton
Deputy Director of Business Operations

Name:
Title:

Date

Date

Acknowledgement of Review and Acceptance by Principal Investigator:

Dr. Paul B. Dusenbery

**Reviewed and approved as to form:
Joni Armstrong Coffey, County Attorney**

Date

By Scott Andron 5/18/17
Scott Andron, Assistant County Attorney

*REVIEWED + APPROVED:
Wayne Fletcher
WAYNE FLETCHER
RISK MANAGED 5/17/17
BROWARD COUNTY*

By Sharon V. Thorsen 5/19/17
**Sharon V. Thorsen
Senior Assistant County Attorney**

EXHIBIT A - SSI'S General Provisions for NSF 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.

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 47.076. The Federal Awardee/Recipient shall use this CFDA number for all Federal reporting, as required.

DISPUTES; CHOICE OF LAW

- (a) It is the intention of the Parties, that in the event any disputes should arise between the parties over the interpretation and application of this Contract, the parties will attempt to settle such disputes by negotiation and consultation between themselves. Any claim or controversy arising out of or relating to this Contract that cannot be resolved by negotiation between the parties 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; however, if the parties cannot agree, the mediator shall be appointed by the then current president of the Boulder County (Colorado) Bar Association and his/her selection shall be binding on 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, each party 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.

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- (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) NSF 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 NSF. 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 the extent allowable by law, 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 NSF's technical evaluation panels;
- (2) To NSF 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, NSF 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) NSF'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/subawards at all levels awarded pursuant to this grant/cooperative agreement that require the furnishing of confidential business information by the subcontractor/subrecipient.

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 SSI.

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 SSI 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.

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- (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 SSI 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 SSI. 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 SSI, as the case may be, concerning the dispute.

PUBLICATIONS AND ACKNOWLEDGEMENT OF SUPPORT

Contractor shall be free to publish results of the Work, provided that two (2) review copies of materials intended for publication are submitted to SSI prior to publication. Contractor agrees to give SSI's review comments serious consideration prior to publishing, and to acknowledge NSF and SSI support in any publication (including World Wide Web pages) in the following terms: "The material is based upon work supported by the National Science Foundation under Agreement No. DRL-1657593. 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 NSF or the Space Science Institute."

PROPRIETARY RIGHTS

Contractor hereby grants to SSI and NSF an irrevocable, worldwide, royalty-free, non-exclusive, nontransferable license to exercise any rights to the materials developed by Contractor during performance of the Work. "Materials" shall mean any text, documents, reports, books, journal articles, software, databases, drawings, paintings, illustrations, and artwork, regardless of medium from or medium in which created, 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, Materials in whole or in part and in any manner for SSI's purposes, or in the case of NSF, 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 Materials for commercial purposes. Nothing herein shall be deemed to limit SSI'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.

DATA

"Data" may include sound recordings, videotapes, and recorded Interview information. All Data will be handled according to Contractor data governance policies, which protect human subject rights and appropriate storage and disposal of data and records. Any Data provided by Contractor to SSI would be aggregate Data with any personal identifiers removed.

During the length of this Agreement, SSI hereby grants Contractor the right to distribute for informational purposes the Materials and Data developed by Contractor during the performance of the Work, with advance notification to the SSI Principal Investigator listed in Article 2.1 above. If Contractor will use the Materials or Data for a commercial purpose, Contractor must obtain SSI's prior written approval.

SUBAWARDS & SUBCONTRACTS

Contractor shall not enter into subawards, contracts, or subcontracts using funds provided under this Contract without prior, written approval from SSI.

TRAVEL

Reimbursement by Contractor's Organization. If Contractor is an organization, Contractor's employees traveling under this Contract shall be reimbursed by Contractor. Contractor shall notify SSI in writing of any changes to approved travel and shall submit a revised budget reflecting these changes.

USE OF NAME

Neither Contractor nor SSI shall use this Contract, or the other party's name, or that of any member of the other party's staff, for publicity or advertising purposes without prior written approval of the other party. This restriction shall not include internal documents available to the public that identify the existence of the Contract or SSI as a sponsor. Contractor may disclose information relating to this Contract as required by regulation or law for its Federal reporting as a non-profit organization.

SSI and Contractor agree that they will include, as appropriate, an acknowledgment of the other party's contributions to and participation in the Project, and any materials relating to the Project.

REPRESENTATION

- (a) Notwithstanding SSI's inspection and acceptance of any supplies furnished under this Contract, Contractor represents that all of the supplies that it furnishes under this Contract:
- (1) Are of a quality to pass without objection in the applicable trade under the Contract description;
 - (2) Are fit for the ordinary purposes for which they are used;
 - (3) Are within the variations permitted by the Contract, and are of an even kind, quality, and quantity within each unit and among all units; and
 - (4) Are adequately contained, packaged, and marked as the Contract may require.
- (b) When the return, correction, or replacement of any supplies is required, Contractor shall be responsible for the supplies while in transit, and for the transportation charges and costs. Any supplies or parts that are corrected or furnished in replacement under this clause shall also be subject to the terms of this clause to the same extent as the supplies that were initially delivered. If the Exhibits to this Contract do not contain a specific time period for the representation provided in this clause, then the representation herein shall be deemed to be for the same period for which Contractor customarily represents these supplies for its commercial customers.
- (c) Contractor shall provide SSI with a copy of the standard representation which it normally offers on the commercial products that are deliverable under this Contract. Such representation shall be deemed to be incorporated by reference and SSI shall be entitled to all rights under such representation in addition to the provisions of this clause. However, such standard representation shall not be construed as limiting SSI's rights under this clause.

EXHIBIT B - Contractor's Estimated Costs and Statement of Work

Submitted to: Space Science Institute

PROPOSED BUDGET DETAILS

Institution: African-American Research Library and Cultural Center
2650 Sistrunk Blvd.
Fort Lauderdale, FL 33311

Title:
Project BUILD

Principal Investigator: Paul Dusenbery, Space Science Institute
Broward Investigator: Lisa Jackson

Duration: 03/01/2017 - 2/28/2020

		Year 1 03/01/2017 - 02/28/2018	Year 2 03/01/2018 - 02/28/2019	Year 3 03/01/2019 - 02/28/2020
A. Salaries and Wages	WM			
Librarian Supervisor (Lisa Jackson) @ \$29/hr	0.462	\$2,322	0.147	\$739
Senior Librarian (Mary tofy) @ \$25/hr	0.462	\$2,002	0.147	\$637
			0.199	\$598
			0.199	\$861
B. Fringe Benefits		\$0	\$0	\$0
Total Salaries & Fringe Benefits		\$4,324	\$1,376	\$1,859
C. Travel				
Travel to Denver, CO for project meeting (Yr 2, 2 people) (Airfare \$596, hotel \$125, per diem \$59, Taxi \$83.50 x 2, Parking \$5x3, 3 days, 2 people)		\$0	\$2,478	\$0
D. Capital Equipment				
None		\$0	\$0	\$0
Total Capital Equipment		\$0	\$0	\$0
E. Other Direct Costs				
Kit Development Materials (\$1349.90 x2)		\$0	\$2,700	\$0
Gift cards for focus group participants (20 x \$10)		\$200	\$0	\$0
Materials & Supplies (stickers, flyers, based on actuals)		\$503	\$496	\$0
F. Total Direct Costs		\$5,027	\$7,050	\$1,859
G. Indirect Costs				
MTDC (7.63% On-site)† Per Nonprofit Rate Agreement Dated 8/28/2014; Cognizant Agency: HUD		\$384	\$538	\$142
H. Total Costs		\$5,411	\$7,588	\$2,001
TOTAL REQUESTED FOR THREE YEARS:		\$15,000		

† MTDC: all direct costs except equipment (items with an acquisition unit cost of >= \$5,000 & an expected useful life of two years or more), tuition; alteration & renovation costs; and subcontract costs in excess of the first \$25,000 of each individual subcontract.