



# **Collaborations for Commercial Space Capabilities**

**Announcement Number NASA-CCSC-01**

**Release Date: March 31, 2014  
(As Amended April 7, 2014)**

**Proposal Executive Summaries Due:  
April 21, 2014**

Commercial Space Capabilities Office  
Lyndon B. Johnson Space Center  
Human Exploration & Operations Mission Directorate

**For Questions Regarding This Announcement:**

**<http://procurement.jsc.nasa.gov/ccsc/>**

**AMENDMENTS AND HISTORY PAGE**

<b>Amend No.</b>	<b>DESCRIPTION</b>	<b>DATE</b>
-	Announcement Release	03/31/14
1	Updated Section 4.1.2 and Appendix B	04/07/14

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## **1. INTRODUCTION**

### **1.1 Background**

NASA encourages innovative and entrepreneurial efforts within the private sector to develop new space-related capabilities. These new capabilities may result in opportunities for industry to provide cost-effective commercial products and services to low Earth orbit and beyond for the Government and other customers. In pursuit of the goals of the National Space Policy and NASA's strategic plan, NASA is continuing its efforts to foster the development of new industrial space-related capabilities that will lead to education and job growth in science and engineering and spur economic growth as capabilities for new space markets are created.

NASA's Human Exploration and Operations Mission Directorate (HEOMD) is engaging in several initiatives to enable industry partnership opportunities such as the Lunar Cargo Transportation and Landing by Soft Touchdown Announcement (Solicitation Number: Lunar-CATALYST-01) and the Asteroid Redirect Mission Broad Agency Announcement (Solicitation Number: NNH14ZCQ002K). This Collaboration activity is an additional opportunity to partner with NASA and is not intended to preclude ongoing or future partnership discussions directly with NASA Centers or Mission Directorates for use of NASA personnel services or facilities. Entities with existing Agreements with NASA Centers or Mission Directorates are not required to respond to this Announcement to retain those Agreements. Participation in one initiative does not preclude participation in any of the others. Companies are free to interact with NASA in any or all of the initiatives that support their organization's goals.

### **1.2 Purpose**

NASA is soliciting proposals from all interested U.S. private sector enterprises that wish to enter into Space Act Agreements (SAA) for Collaborations for Commercial Space Capabilities (CCSC). The purpose of these agreements is to advance commercial space-related efforts by facilitating access to NASA's vast spaceflight resources including technical expertise, assessments, lessons learned, and data. With this activity, NASA intends to focus on facilitating the development of integrated space capabilities, not individual technologies.

### **1.3 Objective**

The objective of the Collaborations for Commercial Space Capabilities (CCSC) Agreements is to advance private sector development of integrated space capabilities so that the emerging products or services are commercially available to government and non-government customers within approximately the next five years.

## 1.4 Approach

NASA plans to use its other transactions authority within the National Aeronautics and Space Act, 51 U.S.C. § 20113(e), to enter into one or more SAAs where each party bears the cost of its participation, and there is no exchange of funds between the parties. These SAAs will serve as an agency-level mechanism for NASA and its partners to agree to a series of mutually beneficial activities, which are expected to be consistent with NASA's 2014 Strategic Plan. There must be specific, identifiable alignment with one or more elements of Strategic Goal 1, Objective 1.1 to expand human presence into the solar system and to the surface of Mars to advance exploration, science, innovation, benefits to humanity, and international collaboration. NASA's Voyages report (see [www.nasa.gov/sites/default/files/files/ExplorationReport\\_508\\_6-4-12.pdf](http://www.nasa.gov/sites/default/files/files/ExplorationReport_508_6-4-12.pdf)) articulates NASA's multi-destination human space exploration strategy and the core capabilities needed to conduct increasingly complex missions to a range of destinations over time.

This Announcement and subsequent agreements with industry partners are referred to as Collaborations for Commercial Space Capabilities (CCSC).

CCSC Agreements are intended to facilitate a Partner's access to NASA's spaceflight resources including technical expertise, assessments, lessons learned, and data. Access to additional Government resources such as facilities, services, and technologies<sup>1</sup> may be considered on a cost reimbursable basis and may require the negotiation of a separate Reimbursable Space Act Agreement with the appropriate NASA center or facility providing the requested resources.

## 1.5 Schedule

NASA will commence its CCSC activities with the participant upon execution of the SAA, which is targeted for summer 2014. The period of performance will be defined in each SAA.

To provide flexibility to consider future CSCC partnerships, at NASA's discretion, there may be opportunities for additional competitions under this Announcement, at which time, NASA will publish the notice in fedbizops.

The Announcement schedule milestones are posted on the following CCSC website: <http://procurement.jsc.nasa.gov/ccsc/>. Participants are encouraged to refer regularly to this site for updates to the schedule and other current news and information.

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<sup>1</sup> Access to NASA-patented technologies may require a separate license agreement. Access to NASA software may require a separate software usage agreement.

## 2. INFORMATION FOR PARTICIPANTS

### 2.1 General Information

**Agency:** National Aeronautics and Space Administration

**Announcement Title:** Collaborations for Commercial Space Capabilities

**Announcement Number:** NASA-CCSC-01

**Responsible Office:** Commercial Space Capabilities Office  
NASA Johnson Space Center  
Houston, TX 77058-3696

**Proposal Executive Summaries Due Date:** April 21, 2014, 2:00 p.m. CDT

**Point of Contact:** All questions shall be directed to the following NASA official:

Agreements Officer: Tim Boyes  
Telephone: 281-483-1838  
Fax: 281-483-5970  
Email: [JSC-CCSC-Competition@mail.nasa.gov](mailto:JSC-CCSC-Competition@mail.nasa.gov)

**Website:** The Announcement as well as current news and other information may be obtained and downloaded over the Internet at:  
<http://procurement.jsc.nasa.gov/ccsc/>

### 2.2 Eligible Participants

All U.S. private sector entities, including non-profits, may propose under this Announcement.

### 2.3 Compliance with U.S. Laws, Regulations and Policies

Proposals must comply with all applicable U.S. laws, regulations and policies, including but not limited to the following:

1. National Space Policy of the United States of America, June 2010
2. National Space Transportation Policy, November 2013
3. Commercial Space Act of 1998 (P.L. 105-303; 51 U.S.C. 50101 et seq.)
4. Commercial Space Launch Act of 1984 (51 U.S.C. 50901 et seq.)

## **2.4 Intellectual Property**

Under CCSC, participants will retain intellectual property rights to the maximum extent allowed by law and regulation. Specifically:

1. NASA will not obtain rights in a participant's background intellectual property (data and inventions developed at private expense that existed or were made prior to, or outside of, the participant's agreement with NASA).
2. For privileged or confidential technical data (engineering, software, etc.) first produced by a partner and provided to NASA under a CCSC agreement, NASA will disclose and use such data only for U.S. Government purposes.
3. For data first produced by NASA under a CCSC agreement that may have some commercial or proprietary value (e.g., a trade secret or confidential commercial information) to the CCSC Participant, NASA will protect such data from disclosure for up to five (5) years.
4. Under CCSC agreements, generally ownership rights follow inventorship. For any inventions made by participants in performance of work under a CCSC agreement, NASA will normally not obtain any rights to such inventions.
5. For any inventions made by NASA employees in performance of work under a CCSC agreement, NASA will use reasonable efforts to grant the participant a license (on terms and conditions to be later negotiated).

A participant's proprietary data, both existing proprietary data and data arising from work conducted under this agreement which a participant considers proprietary, shall be appropriately marked by the participant and protected by NASA, consistent with law.

## **2.5 Title and Rights in Personal Property**

The objective of the Collaborations for Commercial Space Capabilities (CCSC) SAAs is to advance private sector development of integrated space capabilities so that the emerging products or services are commercially available to government and non-government customers within approximately the next five years. In order to foster such development, NASA anticipates that title to all personal property acquired or developed by a Participant under CCSC demonstrations will remain with the Participant.

## **2.6 Anticipated Funding**

NASA does not intend to provide any funding to participants under these SAAs. Participants are expected to secure all of the funding necessary to perform their obligations under the CCSC agreements.

The Government's obligation to enter into and continue performance of agreements is contingent upon the availability of appropriated funds.

## 2.7 Use of Government Resources

As described in section 1, the purpose of the agreements is to advance commercial space-related capabilities by facilitating access to NASA's vast spaceflight resources including technical expertise, assessments, lessons learned, and data. Access to additional Government resources such as facilities, services, and technologies may be considered on a cost reimbursable basis and may require the negotiation of a separate Reimbursable Space Act Agreement with the appropriate NASA center or facility providing the requested resources. In responding to this Announcement, NASA encourages participants to be as specific as possible about the Government resources and support that they are requesting. To this end, Appendix B lists the web sites of offices at each NASA center or facility that can provide further information about the resources of that NASA center or facility.

Government resources, which shall be identified in the Space Act Agreement, shall be in two categories:

1. Base Support. This shall generally be the same for all partners and may consist of:
  - NASA partnership point of contact
  - NASA attendance at quarterly reviews of progress under the partnership
  - NASA observation of partner milestones
  - NASA review of partner-provided data
  - Access to NASA technical data, lessons learned, and expertise support.

Base support will be provided at no cost to the partner, as resources permit, as part of NASA's obligations in the SAA.

2. Specific Support. This support will be unique to each partner and may be requested in the proposal. It may consist of specific:
  - NASA assessments, analyses, or other services
  - Use of NASA facilities
  - Use of NASA-developed technologies
  - Loan of NASA property.

Specific support may be provided under a separate Reimbursable SAA with the providing NASA center or facility on a non-interference basis as resources permit. Under a Reimbursable SAA, partners would be expected to cover NASA's costs.

### 3. INSTRUCTIONS FOR PROPOSALS

#### 3.1 Proposal Submittal

3.1.1 NASA will not issue paper copies of this Announcement. NASA reserves the right to select for negotiations all, some, or none of the proposals in response to this Announcement. NASA provides no funding for reimbursement of proposal-development costs. Proposals submitted in response to this Announcement will not be returned. It is the policy of NASA to treat all proposals as sensitive competitive information and to disclose the contents only for NASA purposes.

3.1.2 NASA will accept multiple proposals per private sector entity.

3.1.3 Proposal submittal shall occur in two parts:

Part 1: Companies shall submit an Executive Summary of no more than two pages by **April 21, 2014, 2:00 p.m. CDT** for screening and ranking. The Executive Summary shall have the content specified in 3.2.2.

Part 2: NASA will notify each company whether its Executive Summary was among those most favorably evaluated. If so, the company shall have the opportunity to submit a full proposal due back to NASA approximately three weeks after notification. The exact due date and time will be specified in the notification. The proposal shall have the content defined in section 3.2 and shall not exceed 10 pages. This page limit does not apply to the Executive Summary, appendices, and the other excluded content identified in 3.1.4. The Executive Summary may be updated from the original version submitted in Part 1 to reflect the current content of the full proposal.

3.1.4 A page is defined as one side of a sheet, 8 ½" x 11", with at least one-inch margins on all sides, single spaced, using not smaller than 12-point type, with the exception of tables and figures, which may use 8-point type. Foldouts count as an equivalent number of 8 ½" x 11" pages. Any pages over the specified maximum will not be evaluated. Title pages, section and appendix cover pages, tables of contents, tabs, and acronym listings are excluded from the specified page counts.

3.1.5 Executive Summaries and full proposals shall be submitted by either email or by memory stick. No paper submittals will be accepted. The requirements and process for submitting by email is defined in 3.1.6. The process for submitting by memory stick is defined in Appendix C. Note that only email submittals are constrained in size.

3.1.6 If opting to submit via email, Executive Summaries and full proposals shall be emailed to [JSC-CCSC-Competition@mail.nasa.gov](mailto:JSC-CCSC-Competition@mail.nasa.gov). Each submittal shall be contained in a single email. The maximum size of each email submittal shall be 10 Mbytes. NASA shall confirm via email receipt of each email submittal. If the participant does not receive this confirmation within one business day, the participant shall call the Agreements Officer identified in section 2.1 to coordinate resubmittal. Participants are encouraged to email submittals at least two business

days prior to the deadline to allow time to resolve any transmission problems. NASA shall not be responsible for failure of emails to be received by NASA and for security of emailed submissions during transmission to NASA.

3.1.7 The Executive Summary and full proposal shall be in Microsoft Word or Portable Document File (PDF) format. In addition, Microsoft Excel files may be included in Appendix 2.

3.1.8 Proposals received by the Government after the published date and time for receipt will not be evaluated.

## **3.2 Proposal Content**

### 3.2.1 Outline

All proposals shall be submitted using the following outline:

- Section I Executive Summary
- Section II Relevance to NASA
- Section III Business Approach
  - B1 - Business Overview
  - B2 - Development and Demonstration Plan
  - B3 - Compliance
  - B4 – Financial and Resource Acquisition Plan
  - B5 - Business Risk Management Plan
- Section IV Technical Approach
  - T1 - Capability Concept
  - T2 - Development, Production, and Demonstration
  - T3 - Safety and Mission Assurance
  - T4 - Technical Risk Management Plan
- Appendix 1 Proposed Milestones
- Appendix 2 Requested Government Resources
- Appendix 3 Supplemental Business Data

### 3.2.2 Section I: Executive Summary

The participant shall furnish an Executive Summary of up to two pages which shall summarize:

- Capabilities planned by the company,
- Purpose of the proposed partnership,
- Relevance to NASA as defined in 3.2.3,
- Business and technical approach, including why NASA should have confidence in the company's ability to complete the proposed capabilities, and
- Government resources requested under the proposed partnership.

### 3.2.3 Section II: Relevance to NASA

The participant shall describe how the capability may benefit NASA as part of the implementation of NASA's 2014 Strategic Plan, Strategic Goal 1, Objective 1.1 (see [http://www.nasa.gov/sites/default/files/files/FY2014\\_NASA\\_SP\\_508c.pdf](http://www.nasa.gov/sites/default/files/files/FY2014_NASA_SP_508c.pdf)), and through advancement of the human space exploration capabilities described in NASA's Voyages report (see [www.nasa.gov/sites/default/files/files/ExplorationReport\\_508\\_6-4-12.pdf](http://www.nasa.gov/sites/default/files/files/ExplorationReport_508_6-4-12.pdf)). The participant shall also describe how the capability meets the CCSC objective to advance private sector development of integrated space capabilities so that the emerging products or services are commercially available to government and non-government customers within approximately the next five years.

### 3.2.4 Section III: Business Approach

This section shall describe the participant's approach for operating a sustained entity that will supply the proposed capability to the market. Participants shall provide sufficient information to establish confidence in its plan. Non-profit entities should answer the questions where applicable, such as by addressing its finance plan in terms of obtaining donations and revenue.

#### B1. Business Overview

This section shall provide an overview of the participant's business as it relates to the proposed capability(ies) and shall include the following:

- Business strategy,
- Market,
- Products and services,
- Management team (resumes of key personnel may be included in Appendix 3).

#### B2. Development Plan

The participant shall summarize its capability development plan. This plan shall include the following:

- A plan and schedule for developing, producing, and demonstrating (if proposed) the planned capability(ies),

- Identification of key partner resources such as personnel, facilities, intellectual property, and other assets required for development.
- Any major partners and suppliers including respective roles and contributions to the project and status of the relationship. Partners and suppliers can include for-profit, non-profit, and government entities.
- An overview of requested Government support, including description and approximate timing. Details shall be provided in Appendix 2 (see 3.2.7).

If the participant has any proposed or current Government relationships, such as contracts or agreements, that are directly related to the development of the proposed capability, the participant shall identify them and describe how they are related.

### B3. Compliance

The participant shall describe compliance with applicable federal laws, regulations, and policies specified in section 2.3.

### B4. Financial and Resource Acquisition Plan

The participant shall describe the plan to acquire the resources needed to complete the development of the capability as identified in section B2. This should include:

- Identification of the participant's existing resources that will be committed under the SAA including capital and other resources from itself and its partners.
- Estimate of total cost for capability development, demonstration (if planned), and operational readiness. As a minimum, this estimate shall identify the cost for each major element for each program phase (e.g. development, production, and demonstration) in current-year dollars. The participant shall identify which of these costs it plans to incur during the term of the SAA and which will be incurred after the SAA until the capability is operationally ready. Supporting cost data may be included in Appendix 3.
- Phased plan to acquire the additional resources needed beyond what the participant currently controls through operational readiness. To support its financing plan, the participant may provide historical and pro-forma financial statements, letters of intent, and other supporting business data in Appendix 3.

### B5. Business Risk Management Plan

The participant shall describe the most significant business risks associated with the effort and its plans to manage them.

### 3.2.5 Section IV: Technical Approach

This section shall describe the participant's proposed technical approach for developing its capability. Participants shall provide sufficient information to establish confidence in its plan.

#### T1. Capability Concept

The participant shall describe the capability's key features, top-level requirements, system design concept, and concept of operations.

#### T2. Development, Production, and Demonstration

The participant shall describe the elements of the capability that are either already operational or commercially available and elements that are under development or to be developed, including an indication of the Technology Readiness Level (TRL) for each element as defined at [www.hq.nasa.gov/office/codeq/trl/trl.pdf](http://www.hq.nasa.gov/office/codeq/trl/trl.pdf). For elements that require development, the participant shall describe work completed to date. The participant shall describe the technical approach for completing development and production of the capability and for conducting any planned demonstrations. Do not repeat programmatic plans provided in section B2.

#### T3. Safety and Mission Assurance (S&MA)

The participant shall summarize its approach for safety, reliability, maintainability, supportability, quality, software assurance, and risk management. If humans are intended to fly in space as part of the capability, the participant shall describe its approach to human rating.

#### T4. Technical Risks

The participant shall describe the most significant technical risks associated with the effort, and its plans to manage them.

### 3.2.6 Appendix 1: Proposed Milestones

The participant shall provide a list of proposed capability development and demonstration milestones. These shall be the milestones which the participant proposes to incorporate into its Space Act Agreement.

Each milestone shall include a descriptive title, objective success criteria, and planned achievement dates (month and year). Milestones should represent significant technical and business progress in the program. At least one milestone per calendar quarter is recommended. The participant shall assume that all base support and specific support government resources which it identified in Appendix 2 are provided.

### 3.2.7 Appendix 2: Proposed Government Resources

The participant shall identify the Government resources requested for its capability development effort as described in paragraph 2.7 of this Announcement. If specific support is requested, the

participant may define phases of support and may provide details of only the first phase. In that case, NASA will not commit to specific support in later phases but may negotiate additional support with the partner prior to the conclusion of the previous phase.

### 3.2.8 Appendix 3: Supplemental Business Data

Participants may provide resumes of key personnel and supplemental business data in this appendix as identified in sections B1 and B4 of paragraph 3.2.4.

## **4. PROPOSAL EVALUATION AND SELECTION**

### **4.1 Process**

4.1.1 The evaluation process NASA intends to use for the selection of the CCSC Space Act Agreement(s) is described below.

4.1.2 All proposals will be screened to determine whether they comply with the eligibility criteria (section 2.2) and proposal instructions (section 3) of this Announcement. Proposals that are not compliant may be rejected without further review.

4.1.2 The first step of the evaluation process will be a ranking of Executive Summaries that are compliant with this Announcement based on the alignment and relevance of the proposed capability with NASA's Strategic Plan Objective 1.1 and NASA's Voyages report, the feasibility of the participant's business and technical approach, and the feasibility of the requested NASA support. Highest priority will be placed on the most relevant and feasible proposals which help advance NASA's exploration goals in a complementary manner. The participants whose Executive Summaries are most favorably ranked will receive an invitation from NASA to deliver a full proposal for the second step.

4.1.3 During the second step of the process, NASA will evaluate the full proposals that are compliant with this Announcement to assess the level of effectiveness of the proposed capability in meeting NASA's Strategic Plan Objective 1.1, capabilities in NASA's Voyages report, and the CCSC objective. The effectiveness assessment shall consider the degree to which NASA could potentially benefit from the proposed capability by reducing cost or improving the availability or performance of space capabilities relevant to NASA's human exploration strategy. NASA will also evaluate the levels of confidence in the business and technical approaches. NASA may ask questions via teleconference during the review process to obtain clarification of information provided in the proposals. Those proposals most favorably evaluated will be selected for the third step.

4.1.4 The third step of the process will be teleconferences and/or on-site due diligence meetings and negotiations of SAAs with participants whose proposals were most favorably evaluated. Participants will be notified of selection for due diligence at least one week in advance of the first teleconference or on-site meeting. NASA will provide the participant with a list of questions resulting from the initial evaluation. During the diligence meetings, participants will have the opportunity to present their overall business approach, technical approach, response to the questions provided by NASA, and any proposed changes to the SAA in Appendix A. NASA will work with the participants to resolve any issues associated with the SAA and negotiate toward an agreement on terms. NASA may ask questions during the diligence meetings to obtain verbal clarification of information provided in the proposals or presentation materials. At the conclusion of this step, NASA shall review and revise, if indicated, the evaluation results of the previous step.

## **4.2 Selection and Award**

4.2.1 After completing due diligence and SAA negotiations, NASA will present the results of the proposal evaluation to the Selection Official. The Selection Official will compare the proposals against one another and select a portfolio of one or more participants whose proposals are most effective, have the highest confidence, and can be supported by NASA within available resources.

4.2.2 Upon selection, NASA will enter into negotiation with each selected participant on the proposed SAA. NASA reserves the right to select for execution all, some, or none of the proposals it receives in response to this Announcement. The competitive process will conclude with execution of an SAA between NASA and the selected participant(s).

## **4.3 Personnel**

The Government will use selected contractor support personnel to assist in providing technical and business expertise in the evaluation of executive summaries and proposals. All contractor involvement in the evaluation process will be bound by appropriate conflicts of interest provisions and non-disclosure agreements to protect proprietary and competition sensitive information.

By submitting an Executive Summary or proposal under this Announcement, the participant is deemed to have consented to release of data in its proposal to these NASA contractors supporting evaluation of proposals.

## **5. LIST OF APPENDICES**

Appendix A: Draft Space Act Agreement

Appendix B: Government Resources

Appendix C: Instructions for Proposal Marking and Delivery

## **Appendix A: Draft Space Act Agreement (SAA)**

The following is a draft SAA for the CCSC agreements. This draft is provided as an example of the most likely content of an SAA between the parties. The final CCSC SAAs entered into pursuant to this competition will be the subject of final negotiations between NASA and a participant. Questions or comments on the draft SAA may be submitted to the CCSC Agreements Officer.

NONREIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AND *[Name of Partner]*  
FOR COMMERCIAL SPACE CAPABILITIES COLLABORATION

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113), this Agreement is entered into by the National Aeronautics and Space Administration (hereinafter referred to as "NASA") and *[Name of Partner]* located at *[Partner's Address]* (hereinafter referred to as "Partner" or *[insert Partner name or acronym, as appropriate]*). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

[This section will broadly describe the purpose of the proposed CCSC collaboration between NASA and the Partner. It will include a summary of the information included in the participant's Executive Summary as described in section 4.2 of the CCSC Announcement. In addition to the purpose of the proposed partnership, this section will also broadly summarize the participant's capabilities and how the partnership aligns with NASA's Strategic Plan.]

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

[This section will incorporate the Government resources requested by CCSC participants for their capability development effort under this Space Act Agreement. This section will include Base Support and any Specific Support requested by the participant and agreed to by NASA. section 3.7 of the CCSC Announcement provides details to participants regarding access to Government provided resources. The proposed use of Government resources should track the participant-proposed milestones in Article 4 that the Government resources are utilized to support.]

B. Partner will use reasonable efforts to:

[This section will incorporate the resources provided by the CCSC participants toward their capability development effort under this Space Act Agreement. These responsibilities should track participant-proposed milestones in Article 4.]

ARTICLE 4. SCHEDULE AND MILESTONES

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

[This section will incorporate the Participant proposed capability development and demonstration milestones. Each milestone shall include a descriptive title, objective success criteria, and planned achievement dates (month and year). Milestones should represent significant technical and business progress in the program. At least one milestone per calendar quarter is recommended.]

- |  |   |
|--|---|
| 1. [Identified capability development or demonstration milestone.] | [Planned achievement date for milestone.] |
| 2. [Identified capability development or demonstration milestone.] | [Planned achievement date for milestone.] |
| 3. [Identified capability development or demonstration milestone.] | [Planned achievement date for milestone.] |

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

## ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

## ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Partner hereby waives any claims against NASA, its employees, its 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 NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's 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

### A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
  - a. known or available from other sources without restriction;
  - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
  - c. made available by the owners to others without restriction; or
  - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.

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

8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice under paragraphs A.3., B. or H. of this Article or for Data Partner gives, or is required to give, the U.S. Government without restriction.

10. Partner may use the following or a similar restrictive notice under paragraphs A.3., B. and H. of this Article.

#### **Proprietary Data Notice**

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

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

#### **B. Data First Produced by Partner Under this Agreement**

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

#### **C. Data First Produced by NASA Under this Agreement**

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

#### **D. Publication of Results**

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting

from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

#### E. Data Disclosing an Invention

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

#### F. Copyright

Data exchanged with a copyright notice and no indication of restriction under paragraphs A.3., B, C, or H of this Article (*i.e.*, Data has no restrictive notice) is presumed to be published. The following royalty-free licenses apply.

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

#### G. Data Subject to Export Control

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

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

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
  - a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
  - b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
  - c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.

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

a. Background Data:

*[Identify the Disclosing Party and insert specific listing of data items or, if none, insert "None."]*

b. Third Party Proprietary Data:

*[Identify the Disclosing Party and insert specific listing of data items or, if none, insert "None."]*

c. Controlled Government Data:

*[Identify the Disclosing Party and insert specific listing of data items or, if none, insert "None."]*

d. NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs:

*[Insert name and NASA Case # of the software; if none, insert "None."]*

4. For Data with a restrictive notice and Data identified in this Agreement, Receiving Party shall:

a. Use, disclose, or reproduce the Data only as necessary under this Agreement;

b. Safeguard the Data from unauthorized use and disclosure;

c. Allow access to the Data only to its employees and any Related Entity requiring access under this Agreement;

d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;

e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and

f. Dispose of the Data as Disclosing Party directs.

#### I. Oral and visual information

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

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive notice as required by paragraphs A.3., B, and H of this Article, and gives it to NASA within ten (10) calendar days after disclosure.

### ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

#### A. General

1. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement, except as provided herein.
2. “Related Entity” as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.
3. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

#### B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

#### C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

#### D. Joint Inventions With Partner

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Partner employees, and employees of either Party’s Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Partner’s commercial business; or
2. use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

#### E. Rights to be Reserved in Partner’s License

Any license granted Partner under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or

international organization pursuant to any existing or future treaty or agreement with the United States.

2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.

2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Partner employees:

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

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

## ARTICLE 12. USE OF NASA NAME AND EMBLEMS

### A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

### B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

## ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. 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 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

## ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below (“Effective Date”) and shall remain in effect until the completion of all obligations of both Parties hereto, or [*enter a term from one to five*] years from the Effective Date, whichever comes first.

ARTICLE 17. RIGHT TO TERMINATE

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

ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" related shall survive such expiration or termination of this Agreement.

ARTICLE 19. POINTS OF CONTACT

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

Management Points of Contact:

NASA

Name  
Title  
Email  
Telephone  
Cell  
Fax  
2101 NASA Parkway  
Houston, Texas 77058

Partner

Name  
Title  
Email  
Telephone  
Cell  
Fax  
Address

Technical Points of Contact:

NASA

Name  
Title  
Email  
Telephone  
Cell  
Fax  
2101 NASA Parkway  
Houston, Texas 77058

Partner

Name  
Title  
Email  
Telephone  
Cell  
Fax  
Address

## ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

## ARTICLE 21. MODIFICATIONS

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

## ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

## ARTICLE 23. 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 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

## ARTICLE 25. 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

[PARTNER]

BY: \_\_\_\_\_  
[TYPED NAME]  
[TITLE]

BY: \_\_\_\_\_  
[TYPED NAME]  
[TITLE]

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Appendix B: Government Resources

The following offices can provide information regarding Government resources which CCSC participants may request in their proposal. Participants may also work with the NASA Centers and Facilities listed below to seek Reimbursable SAAs for specific support regardless of whether they are awarded a CCSC SAA.

Participants may communicate directly with these NASA offices to determine appropriate resources.

The points of contact are listed on the following web pages:

Ames Research Center (ARC)	<a href="http://www.nasa.gov/offices/ipp/centers/arc/contact/index.html">http://www.nasa.gov/offices/ipp/centers/arc/contact/index.html</a>
Armstrong Flight Research Center (AFRC)	<a href="http://www.nasa.gov/offices/ipp/centers/dfrc/about/ipp-staff.html">http://www.nasa.gov/offices/ipp/centers/dfrc/about/ipp-staff.html</a>
Glenn Research Center (GRC)	<a href="http://technology.grc.nasa.gov/">http://technology.grc.nasa.gov/</a>
Goddard Space Flight Center (GSFC)	<a href="http://techtransfer.gsfc.nasa.gov/">http://techtransfer.gsfc.nasa.gov/</a>
Jet Propulsion Laboratory (JPL)	<a href="https://scienceandtechnology.jpl.nasa.gov/opportunities/industry/innovativepartnershipprogram/">https://scienceandtechnology.jpl.nasa.gov/opportunities/industry/innovativepartnershipprogram/</a>
Johnson Space Center (JSC)	<a href="http://www.nasa.gov/centers/johnson/partnerships/index.html">http://www.nasa.gov/centers/johnson/partnerships/index.html</a>
Kennedy Space Center (KSC)	<a href="http://technology.ksc.nasa.gov/contact.htm">http://technology.ksc.nasa.gov/contact.htm</a>
Langley Research Center (LaRC)	<a href="http://technologygateway.nasa.gov/">http://technologygateway.nasa.gov/</a>
Marshall Space Flight Center (MSFC)	<a href="http://techtran.msfc.nasa.gov/contact.php">http://techtran.msfc.nasa.gov/contact.php</a>
Stennis Space Center (CCSC)	<a href="http://www.nasa.gov/centers/stennis/ssc-partnerships/index.html">http://www.nasa.gov/centers/stennis/ssc-partnerships/index.html</a>
Wallops Flight Facility (WFF)	<a href="http://sites.wff.nasa.gov/code802/">http://sites.wff.nasa.gov/code802/</a>
White Sands Test Facility (WSTF)	<a href="http://www.nasa.gov/centers/wstf/business/index.html">http://www.nasa.gov/centers/wstf/business/index.html</a>

## Appendix C: Instructions for Proposal Marking and Delivery

This appendix applies only if the participant opts to submit its Executive Summary or full Proposal by memory stick instead of by email.

Due to heightened security measures in force at the Johnson Space Center (JSC), and to ensure timely proposal submission, the following procedures for marking and delivering the proposals shall be followed. These instructions are designed to ensure proposal data is adequately protected against potential improper disclosure while concurrently ensuring the physical security of JSC.

(a) Methods of Proposal Delivery. Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

- U.S. Postal Service
- Commercial Delivery Service
- Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the Participant is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated in section 3.1.

(b) External Marking of Proposal Package(s):

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposal packages must be clearly marked on the outside of the package with the following information:

- Solicitation Number NASA-CCSC-1
- The Agreement Officer’s name and office information, specifically:

Tim Boyes  
Mail Code: BT  
Building 1, Room 704

- Participant’s name and address clearly marked on the outside of the package.

The Participant shall also include a notice on the cover of the proposal package that states the following:

“NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN [PARTICIPANT —ENTER DATE AND TIME].”

(c) Delivery Address:

Proposals shall be addressed and delivered to the following address:

NASA Lyndon B. Johnson Space Center  
Central Receiving, Building 421  
Attn: Tim Boyes  
Mail Code: BT  
Building 1, Room 704  
2101 NASA Parkway  
Houston, TX 77058-3696

**IMPORTANT:** JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard and Bay Area Boulevard. Participants are cautioned that the delivery process may require an hour or more for packages to be screened through security and subsequently transported and delivered by the Participant to Building 1, Room 704 while being accompanied by an employee of the U. S. Government. Participants should be aware that JSC Central Receiving stops accepting packages for security screening at 2:00 p.m. local time. Therefore, Participants are encouraged to ensure arrival of packages at JSC Central Receiving by at least 1:30 p.m. local time to allow adequate time to get through the security screening process and subsequently on to Building 1, Room 704 accompanied by an employee of the U.S. Government for proposal delivery. Incoming packages received after 2:00 p.m. local time cannot be screened until the following business day.

Any attempt by a Participant to deliver a proposal on a weekend or on a Federal holiday shall be coordinated through the Agreements Officer at least 48 hours prior to the planned delivery date. Participants are encouraged to notify the Agreements Officer one day in advance of the proposal submission.

Participants are encouraged to contact the Agreements Officer should assistance be required during delivery of proposals.