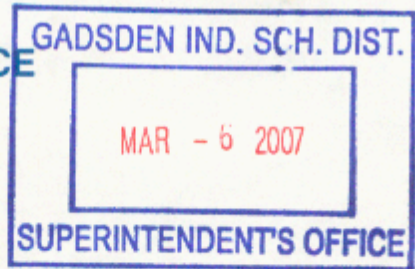




DEPARTMENT OF THE AIR FORCE
AIR FORCE RESEARCH LABORATORY



28 February 2007

Gerald Mora
Air Force Research Laboratory
3550 Aberdeen Ave. SE
Kirtland AFB, NM 87117-5776

Mr. Ron Haugen, Superintendent
Gadsden Independent School District
PO Drawer 70
Anthony NM 88021

Dear Mr. Haugen

STARBASE[®] La Luz is an education outreach program for grades 5 – 12. This year Mr. Rafael Giner, a teacher at Santa Teresa High School, and his class have chosen to again participate in the STARBASE[®] La Luz SPACE (Students Planning and Conducting Engineering) Flight as part of the Technology Transfer for Education Program offered by the Air Force Research Laboratory (AFRL) at Kirtland Air Force Base. In order for us to interact with school districts interested in this program, a formal agreement is required. The Education Partnership Agreement previously established with your district, has expired. Enclosed is a new agreement.

Enclosed are four (4) original Education Partnership Agreements between the Air Force Research Laboratory/Directed Energy and Space Vehicles Directorate (AFRL) and Gadsden Independent School District. The objective of the Education Partnership Agreement is to include Gadsden Independent School District in the Technology Transfer for Education Program. This agreement extends the opportunity for participation to all schools with the Gadsden Independent School District system.

Upon final approval of the enclosed documents by Gadsden Independent School District and AFRL, any previous agreements between Gadsden Independent School District and AFRL to involve Gadsden Independent School District in the Technology Transfer for Education Program will be superseded by this most recent agreement and will be considered closed.

Please sign and date all four enclosed documents and return them to:

STARBASE[®] La Luz
Attn: Diana Lee
PO Box 9556
Albuquerque, NM 87119

If you should have any questions you may contact me at (505) 846-6936.

Sincerely

GERALD L. MORA, Program Manager
CPO1 - Technology Transfer for Education

Enclosures:
Four (4) original documents for signature

EDUCATION PARTNERSHIP AGREEMENT

BETWEEN

THE DEPARTMENT OF THE AIR FORCE,

AS REPRESENTED BY THE AIR FORCE RESEARCH LABORATORY

DIRECTED ENERGY DIRECTORATE AND SPACE VEHICLES DIRECTORATE,

and

GADSDEN INDEPENDENT SCHOOL DISTRICT

I. Preamble

The United States of America as represented by the Department of the Air Force, Air Force Research Laboratory (hereinafter referred to as "AFRL") at Kirtland Air Force Base (hereinafter referred to as "KAFB"), New Mexico, and Gadsden Independent School District (hereinafter referred to as "the Educational Institution") Anthony, New Mexico (hereinafter jointly referred to as the "Parties") hereby enter into this Education Partnership Agreement (hereinafter referred to as the "Agreement") pursuant to 10 U.S.C. §2194. In this Agreement, "Educational Institution" has the same meaning as "local educational agency" as given in 10 U.S.C. §2194(e)(2). The terms and conditions of this Agreement are set forth as follows.

II. Introduction

The Parties enter into this Agreement in recognition of the importance of education to the future economic well being of the nation, as well as of the importance of AFRL to the business, industrial, and educational institutions in the United States.

As a defense laboratory, AFRL should encourage the study of science, mathematics, and engineering at all levels of education by entering into Education Partnership Agreements with educational institutions in the United States.

The Educational Institution is not a Historically Black College/University or Minority Institution.

The Educational Institution is an educational institution serving women, members of minority groups, and other groups of individuals who traditionally are involved in the engineering and science professions in disproportionately low numbers.

III. Objective

The objective of this Agreement is to its permit students, teachers and classes to participate in the STARBASE® La Luz Academy. STARBASE® La Luz is a DOD Program sponsored by the AFRL.

IV. Authority

As provided by Department of Defense Directive 5535.3, paragraph 5.3.1 (21 May 1999), this Agreement is entered into pursuant to the Education Partnership Act, 10 U.S.C. §2194, for the purpose of encouraging and enhancing science, mathematics, and engineering education at all levels of education. DOD STARBASE[®] is authorized under 10 U.S.C. §2193b and covered by Department of Defense Instruction 1025.7.

V. Obligations

a. The specific obligations of the Parties are described in Appendix A, Obligations of the Parties.

b. Subject to Article X (Liabilities) and Article XI (Risk of Loss) below, neither Party shall be obligated to compensate the other Party for costs incurred in carrying out activities defined by this Agreement.

c. Any public announcement of this Agreement shall be coordinated among the Parties to include the AFRL public affairs office. The Educational Institution shall not use the name of AFRL or the federal government on any product or service that is directly or indirectly related to this Agreement without prior written approval of AFRL. Similarly, AFRL shall not use the name of the Educational Institution on any product or service that is directly or indirectly related to this Agreement without prior written approval of the Educational Institution. By entering into this Agreement, neither Party directly or indirectly endorses any product or service provided, or to be provided, by the other Party. Neither Party shall in any way imply that this Agreement is an endorsement of any such product or service.

d. Any publications resulting from this Agreement, such as conference papers, invited presentations, and/or scientific journal articles, are subject to review by the AFRL public affairs office prior to submission for publication. The AFRL Program Manager for this Agreement will facilitate and provide public affairs office contact information.

e. The Educational Institution faculty and students participating under this Agreement will not be required to obtain security clearances. Research project completion will not require access to classified materials. However, work on certain projects may require the Educational Institution's faculty and students have access to proprietary information in the possession of AFRL or information for which export is restricted by the Arms Control Act, 22 U.S.C. §2571 *et seq.*, or the Export Administration Act, 50 U.S.C. §2401 *et seq.*, or the International Traffic in Arms Regulation, 22 C.F.R. §120-25, as military-critical technology, or that is otherwise protected from disclosure by statute, executive order, or regulation. In such cases, to obtain access to this information, faculty members and students must comply with the requirements for disclosure contained in the statutes, executive orders, or regulations, including signing nondisclosure agreements, before a disclosure of such information may be made by AFRL.

f. Generally, only United States citizens are eligible to be participating faculty or students under this Agreement. Exceptions will be determined by either AFRL/VS or AFRL/DE on a case-by-case basis, in the sole discretion of either AFRL/VS or AFRL/DE.

g. The Parties' obligations under this Agreement are contingent upon and subject to availability of funds.

VI. Administration

a. The Program Manager for each Party shall ensure that program activities meet applicable statutory and regulatory requirements of the federal government, the Department of the Air Force, the State of New Mexico, the Department of Education and the Educational Institution.

b. The Program Manager for each party is documented in Appendix A, Obligations of the Parties.

VII. Deliverables

Specific deliverables for each Party are described in Appendix A, Obligations of the Parties.

VIII. Value of Contributions

If requested by either Party, the non-requesting Party will provide a cost estimate of the value of its contribution to this Agreement. Such estimate will include: equipment and facilities, and manpower. These estimates are detailed in Appendix A, Obligations of the Parties.

IX. Benefits

Benefits to the Parties are described in Appendix A, Obligations of the Parties.

X. Liabilities

To the extent permitted by the respective federal or state laws governing the Parties, each Party shall be responsible for claims brought against it for personal injury or property damage, or for any other type of injury or damage, to the extent such injuries or damage result from the negligence of its employees, agents, instructors or students.

XI. Patents and Copyrights

Due to the nature of the activities to be performed under this Agreement, it is not expected that such activities will result in the making of any inventions or creation of any copyrightable works. Nonetheless, each Party shall separately own any invention made solely by its respective employee(s). The Educational Institution shall grant the federal government a world-wide, royalty-free, nonexclusive license to make, sell or use, and to have or permit others to do the same, for federal government purposes only, all inventions made under this agreement and owned by the

Educational Institution. Inventions made jointly by the Parties shall be jointly owned by the Parties. Joint licensing of intellectual property, if any, shall be set out in separate agreements. In the event copyrightable works are created under this Agreement, the Educational Institution shall own the copyright in all works created in whole or in part by employees of the Educational Institution, and grants in advance a world-wide, royalty-free, nonexclusive license in favor of the federal government conveying the right to use, duplicate or disclose such works in any manner, and to have or permit others to do the same, for federal government purposes only.

XII. No Benefits

No member of, or delegate to the United States Congress, or resident commissioner shall share in any part of this Agreement, nor in any benefit that may arise there from.

XIII. Force Majeure

Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence, including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes, labor disputes, or failure, threat of failure or sabotage, or any court order or injunction issued by a court or public agency. In the event of the occurrence of such a *force majeure* event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the *force majeure* event.

XIV. Risk of Loss

The Educational Institution shall return any and all federal government-owned equipment loaned under this Agreement to AFRL in good working order, normal wear and tear excepted, at the end of the time period(s) for loan or (30) days prior to end of this Agreement, whichever ever comes first. While in the care or possession of the Educational Institution, the equipment shall be covered by the Educational Institution's insurance program. Any repairs or modification to the government-owned equipment that the Educational Institution may find necessary to make shall be performed only after receiving written approval of AFRL. Any such repair or modification shall be at the expense of the Educational Institution and shall not affect the title of AFRL to said equipment.

XV. Period of Agreement

a. The Agreement shall commence on the date of the last signature affixed below. Any Party may terminate this Agreement earlier upon delivery of written notice at least 30 days in advance of the prospective termination date. Termination of this Agreement by either Party for any reason shall not affect the rights and obligation of the Parties accrued prior to the effective date of termination of this Agreement. If either Party requests modification of this Agreement, including an extension of this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the feasibility of

such modification. Modifications shall not be effective until a written amendment is signed by duly authorized representatives of both Parties. If AFRL terminates this Agreement, it shall not be liable for any costs resulting from or related to the termination, including but not limited to, consequential damages or any other costs experienced by the Educational Institution or third parties, deriving rights there through, including the faculty or students of the Educational Institution.

- b. The specific term of this agreement is five years from date of last signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

AIR FORCE RESEARCH LABORATORY/
SPACE VEHICLES DIRECTORATE:

AIR FORCE RESEARCH LABORATORY/
DIRECTED ENERGY DIRECTORATE:

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EDUCATIONAL INSTITUTION:

Sign: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

**OBLIGATIONS OF THE
PARTIES**

APPENDIX A
OBLIGATIONS OF THE PARTIES

I. Specific Obligations

a. AFRL shall:

1) On a funds and space available option, offer STARBASE[®] La Luz Flights to students and teachers of the Educational Institution.

2) Document any equipment on loan to Educational Institution in support of this agreement in Annex 1 – Equipment on Loan to Educational Institution.

b. The Educational Institution shall:

1) Be responsible for all the Educational Institution's faculty, student, and other employee salaries or other compensation and benefits for activities or work performed under this Agreement.

2) Be responsible for round-trip transportation of students, teachers, and classroom volunteers to the STARBASE[®] La Luz facility or function. As permitted by DODI 1025.7 and if funds are available, AFRL, at its sole discretion may offer support to offset such costs for transportation.

3) Ensure that the Educational Institution's students, faculty and staff comply with all KAFB base access procedures and with AFRL safety and security procedures.

4) Permit individual schools and their teachers to apply for participation in one or more STARBASE[®] La Luz Flights.

5) Coordinate with AFRL in establishing and maintaining a metrics to determine the effectiveness of the STARBASE[®] La Luz Program in encouraging students to pursue studies in science, technology, engineering and mathematics.

6) Provide demographic and other data on participating schools to allow AFRL to document compliance with federal goals and requirements.

II. Administration

a. Ms Casey DeRaad, AFRL/VS will serve as the partnership program manager on behalf of AFRL. She will work with the program manager for the Educational Institution to identify, select, and prioritize the activities in which the Parties engage pursuant to this Agreement, and will ensure that program activities meet the statutory and regulatory requirements of the federal government and the Department of the Air Force.

b. Mr. Ron Haugen, Superintendent or his designator will serve as the partnership program manager on behalf of the Educational Institution. He/she will work with the program manager for AFRL to identify, select, and prioritize activities in which the Parties engage pursuant to this agreement, and will ensure that program activities meet the federal, state and local statutory and regulatory requirements applicable to the Educational Institution. The contact information for the foregoing is set out below:

Mr. Ron Haugen, Superintendent
Gadsden Independent School District
PO Drawer 70
Anthony NM 88021
(505) 882-6200
(505) 882-6229

III. Deliverables

There are no specified deliverables for this agreement.

IV. Value of Contributions

a. Upon written request from AFRL, the Educational Institution agrees to provide estimates on the value of its contributions to this Agreement. Such estimates may include the following categories:

1) labor (teachers, staff, students, and support personnel)	\$XXXXXX.XX
2) facilities	\$XXXXXX.XX
3) supplies and equipment	\$XXXXXX.XX
4) miscellaneous	\$XXXXXX.XX
5) TOTAL	\$XXXXXX.XX

b. Upon written request from the Educational Institution, AFRL agrees to provide estimates on the value of its contributions to this agreement. Such estimates may include the following categories:

1) labor (scientists, engineers, and support personnel)	\$XXXXXX.XX
2) facilities	\$XXXXXX.XX
3) equipment and supplies	\$XXXXXX.XX
4) miscellaneous	\$XXXXXX.XX
5) TOTAL	\$XXXXXX.XX

V. Benefits

a. Benefits to the Educational Institution, its students and the State of New Mexico include:

1) Providing the Educational Institution's students with the opportunity to be involved with the premier national space research and development laboratory in the world.

2) Generating and maintaining students' interest in the study of scientific disciplines and other academic subjects.

3) Creating the potential for extensive community involvement in a school project.

4) Providing teachers with resources to enhance the teaching of mathematics, science and engineering, thereby increasing their effectiveness in the classroom.

5) Providing the Educational Institution with an opportunity for building continuity through the executive coordination of proposed and ongoing education projects.

6) Providing students with a better understanding of the scientific environment that they live in and are a part of.

b. Benefits to AFRL and the Air Force include:

1) Promoting the education of future scientists and engineers.

2) Generating good will.

ANNEX 1

EQUIPMENT ON LOAN TO THE EDUCATIONAL INSTITUTION