

EDUCATION PARTNERSHIP AGREEMENT (EPA)

BETWEEN

**NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION
PATUXENT RIVER (NAVAIRWARCENACDIV)**

AND

growingSTEMS

Agreement Number: EPA-NAWCADPAX-24-001

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AND

growingSTEMS

I. PREAMBLE

In accordance with and in support of the goals and objectives of Title 10 United States Code (U. S. C.) §2194, Education Partnerships, the Naval Air Warfare Center Aircraft Division at Patuxent River, Maryland (NAVAIRWARCENACDIV) wishes to enter into an Educational Partnership Agreement with growingSTEMS. The Partners enter into this Agreement in recognition of the vital role that science, technology, engineering and mathematics education play in the United States' current as well as future viability and well-being.

II. BACKGROUND

Congress enacted Public Law 101-510 (5 November 1990), Title 10 U.S.C. §2194, Education Partnerships, for the purpose of encouraging and enhancing study in scientific disciplines at all levels of education. Title 10 U.S.C. §2194, Education Partnerships, requires the Secretary of Defense to authorize each defense laboratory to enter into one or more Education Partnership Agreements with educational institutions in the United States, including local education agencies, colleges, universities and any other nonprofit institutions that are dedicated to improving science, mathematics and engineering education.

III. AUTHORITY

This Agreement is entered into pursuant to the authority contained in:

- a) Title 10 U.S.C. §2194, Education Partnerships;
- b) Director of Defense Research and Engineering (DDR&E) memorandum entitled, "Interim Guidance on the use of certain Authorities Granted Under: 10 U.S.C. 2194, "Education Partnerships";
- c) Letter, NAVAIR to NAWCAD/NAWCWD, Authority to Establish Education Partnership Agreements letter, Ser AIR-00/006, dated Sep 21, 1998;
- d) Article 4-101 of the Education Article to the Annotated Code of Maryland (where applicable); and

- e) Article 4-205(d) of the Education Article to the Annotated Code of Maryland (where applicable)

IV. PURPOSE

The purpose of this Agreement is to:

- Support the programs of study, which emphasizes the core areas of science, technology, engineering and mathematics.
- Provide both growingSTEMS and NAVAIRWARCENACDIV access to state-of-the-art and new, innovative technological methods relating to solving existing technical problems.
- Facilitate the training and recruitment of potential future NAVAIRWARCENACDIV employees.
- Inspire, encourage and facilitate early interest in the sciences and engineering by young people at all stages of their academic careers.
- Facilitate the identification of other mutually beneficial partnership opportunities.

V. BENEFITS

A. Benefits to growingSTEMS include:

- Extension of growingSTEMS reach via mentoring opportunities for NAVAIRWARCENACDIV workforce.
- A formal vehicle for information exchange with NAVAIRWARCENACDIV.
- Access to state-of-the-art facilities and technology beyond that which would be normally available to growingSTEMS.
- Experiences that would provide growingSTEMS with opportunities to understand current technologies.
- Experiences that would provide opportunities to understand and improve upon NAVAIRWARCENACDIV developed technologies.
- Interactions with NAVAIRWARCENACDIV scientists and engineers on academic and career advice.

B. Benefits to NAVAIRWARCENACDIV include:

- Promotion and facilitation of the education of future scientists and engineers.
- Potential for collaborative effort in various technology areas as they relate to a variety of scientific disciplines.
- Opportunities for NAVAIRWARCENACDIV workforce to contribute to community initiatives.

C. Mutual benefits to growingSTEMS and NAVAIRWARCENACDIV include:

- Opportunities for cooperative ventures that synergize and promote both growingSTEMS and NAVAIRWARCENACDIV mission and objectives.

VI. ACTIONS

A. Partnership Communications

The Partners shall maintain an ongoing dialogue regarding the status of the Partners' activities under this Agreement. The Partners will dialogue in order to discuss progress, to resolve any issues that arise in the performance of this Agreement, and to seek agreement on future activities pursued under this Agreement.

B. Advisory Services

In order to achieve the objectives of promoting the economic and educational growth of the community and ensuring the availability of a stable workforce that can meet the needs of NAVAIRWARCENACDIV, NAVAIRWARCENACDIV may designate a liaison to the growingSTEMS advisory councils for technical programs. Examples of the types of advisory services that may be provided by these representatives include:

1. Appropriate information/data on future engineering and science technology requirements in those areas related to the NAVAIRWARCENACDIV mission responsibilities.
2. Participation in course and curriculum development efforts in technical fields.
3. Advisement and review of curriculum issues as appropriate.

C. NAVAIRWARCENACDIV and the growingSTEMS Coordinators

Coordinators may be established to accomplish specific actions that the Partners wish to pursue under this Agreement:

1. Educational Partnerships ("Educational Partnership Coordinator")
2. Research and engineering (R&E) projects and opportunities ("R&E Coordinator")
3. Business, career and academic projects and opportunities ("Business/Academic Coordinator")

D. One or more of the following initiatives may be used to achieve the goals of this partnership.

1. NAVAIRWARCENACDIV may transfer defense laboratory equipment, determined to be surplus, to growingSTEMS. Transfer of equipment will be in accordance with DDR&E memorandum entitled, "Interim Guidance on the use of certain Authorities Granted under: 10 U.S.C. 2194, "Education Partnerships."

2. NAVAIRWARCENACDIV may loan defense laboratory equipment to growingSTEMS for the educational purposes stated above.
3. NAVAIRWARCENACDIV may make laboratory personnel available to assist in the conduct of the agreement.
4. NAVAIRWARCENACDIV may offer visits, tours, and demonstrations at its facilities for the educational purposes stated in this Agreement.
5. NAVAIRWARCENACDIV may provide academic and career advice.

VII. INTELLECTUAL PROPERTY (as appropriate)

A. Definitions.

"Proprietary Information" - Any information, technical data or knowledge in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and art work, which are clearly identified and marked as being proprietary. Information transmitted orally or visually shall be considered to be Proprietary Information provided such Proprietary Information is identified by the disclosing Partner prior to disclosure, reduced to written summary form, and marked as being proprietary by the transmitting Partner, and transmitted to the recipient within 30 business days after such oral or visual transmission. During this 30 business day period, such oral or visual information so disclosed shall be provided the same protection as provided Proprietary Information as set forth below. Failure to so identify, reduce to writing, mark and deliver such verbally or visually disclosed information in the manner prescribed shall relieve the receiving Partner of all obligations of protection with respect to said disclosed information thereafter.

B. Information Handling.

1. Information Security - Each Partner shall provide notice of any special information handling (classified, proprietary, etc.) associated with the project, test articles, technical information, test data, specifications, etc. If no notice is provided, it will be assumed that no restrictions are required.
2. If the project or related information is classified, the product or related information will be handled in accordance with the applicable instructions, e.g., DD Form 4401 of the DOD Industrial Security Manual, for safeguarding such articles or information against unauthorized disclosure and as stipulated herein.
3. The Partners to this Agreement who receive Proprietary Information belonging to the other Partner shall hold such Proprietary Information in strict confidence; shall limit its further disclosure to only personnel having a need for access to the Proprietary Information; shall not disclose such Proprietary Information; and shall use the Proprietary Information only for performance of this Agreement. The Partners further agree to make a good faith effort to minimize, to the extent

practicable, the number of persons having access to Proprietary Information. Proprietary Information shall receive security protection in accordance with the receiving Partners' standard procedures governing the handling of such information and as agreed to in any attachments hereto.

4. Upon completion or termination of this Agreement, each Partner shall return or properly dispose of all classified, Proprietary Information unless otherwise agreed by the Partners.

C. Data Rights.

1. The term "data" as used in this Agreement includes technical data, detailed manufacturing or process data, form, fit and function data, computer databases, computer programs, computer software and computer software documentation as defined in the Defense Federal Acquisition Regulation Supplement Clause 252.227-7013 (November 1995). It also includes orally communicated information of a scientific or technical nature and information that, if recorded, would be technical data, detailed manufacturing or process data, form, fit and function data, computer databases, computer programs, computer software and computer software documentation, provided such information is reduced to writing within 30 business days after communication.
2. Notwithstanding any provision to the contrary, nothing in this Agreement shall diminish any rights in data, including any preexisting rights in any data, that the Government has, or is entitled to, under this or any other Government agreement or contract, or is otherwise entitled to as a matter of law.
3. Except where prohibited by law or regulation or otherwise provided in this Agreement, growingSTEMS shall have the right to use and disclose data delivered by NAVAIRWARCENACDIV under this Agreement.
4. This provision shall survive the termination, cancellation or suspension of this Agreement.

D. Patent Rights

1. The term "invention" as used in this Agreement is defined in Federal Acquisition Regulation Clause 52.227-12 (January 1997).
2. Nothing in this Agreement shall grant to or confer upon growingSTEMS any rights, expressed or implied, to any invention owned by NAVAIRWARCENACDIV or to which NAVAIRWARCENACDIV is entitled to ownership, including but not limited to, any invention conceived or reduced to practice under this Agreement, or under any patent application or patent owned by NAVAIRWARCENACDIV or to which NAVAIRWARCENACDIV is entitled to ownership.

3. The Partners agree that growingSTEMS shall have the right to seek a license, in accordance with Chapter 18 of Title 35 U.S.C. as implemented within the Navy by Secretary of the Navy Instruction 5870.2D, for any invention conceived or first reduced to practice under this Agreement.
4. In the event copyrightable works are created under this Agreement, growingSTEMS shall own the copyright in all works created in whole or in part by employees of growingSTEMS, and grants in advance a world-wide, royalty-free, nonexclusive license in favor of NAVAIRWARCENACDIV conveying the right to use, duplicate or disclose such works in any manner, and to have or permit others to do the same, for NAVAIRWARCENACDIV purposes only.

VIII. GENERAL PROVISIONS

- A. The level of effort to be expended by NAVAIRWARCENACDIV on any activity under this Agreement shall be within the discretion of NAVAIRWARCENACDIV.
- B. The level of effort to be expended by the growingSTEMS on any activity under this Agreement shall be within the discretion of growingSTEMS.
- C. Each Partner will be responsible for its own costs.
- D. Clearance of Material Intended for Public Release.

Prior to its release, all information made available to the media and public concerning growingSTEMS and NAVAIRWARCENACDIV under this Agreement is subject to a public release review by the NAVAIRWARCENACDIV Public Affairs Office (PAO). NAVAIRWARCENACDIV shall maintain the confidentiality of all student information shared with it under this Agreement and shall not release information regarding students without first obtaining the permission of growingSTEMS.

- E. Warranties
 1. NAVAIRWARCENACDIV hereby warrants to growingSTEMS that the performance of the activities specified by this Agreement is consistent with the authority granted in Title 10 U.S.C. §2194 and associated guidance and directives as listed in Section III.
 2. growingSTEMS hereby warrants to NAVAIRWARCENACDIV that, as of the date hereof: it is an educational institution in the United States, as required by Title 10 U.S.C. §2194; it meets the requirements of Title 26 U.S.C. §501(c) (3); it is dedicated to improving science and mathematics education; and it has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.
- F. Liabilities

1. NAVAIRWARCENACDIV's responsibility for injury or loss of property or personal injury or death caused by the gross negligence or willful misconduct of any employee of NAVAIRWARCENACDIV while acting within the scope of his office or employment will be in conformance with the Federal Tort Claims Act (Title 28 U.S.C. §2671 *et seq.*). Except as provided by the Federal Tort Claims Act, NAVAIRWARCENACDIV shall not be liable to growingSTEMS for any claims whatsoever, including loss of revenue or other indirect or consequential damages.
2. No Partner shall be liable for the consequences of any unforeseeable force majeure event that (1) is beyond its reasonable control, (2) is not caused by the fault or negligence of such Partner, (3) causes such Partner to be unable to perform its obligations under this Agreement, and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a force majeure event, the Partner unable to perform shall promptly notify the other Partner. It shall further pursue its best efforts to resume 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.

G. Export Controls

1. Notwithstanding any other clause in this Agreement, this Agreement does not in any way authorize the export of any defense articles or defense services (including information or technical data) nor does it in any way authorize or approve the use of an exemption to the export licensing requirements of the International Traffic in Arms Regulation (ITAR). If growingSTEMS or NAVAIRWARCENACDIV wishes to export any defense article or service provided under this Agreement or derived from any defense article or service (e.g. know-how), then it must first obtain an export license.
2. Work on certain NAVAIRWARCENACDIV research projects may involve militarily critical technology or information the export of which is restricted by statute, executive order, or regulation (including, but not limited to, the Arms Export Control Act, the International Traffic in Arms Regulation, the Export Administration Act). The Party desiring to export shall ensure full compliance with all applicable requirements and restrictions before it makes any disclosure that may be deemed an export of such information. Nothing in this article is intended to waive any requirements imposed by any other U.S. Government agency with respect to disclosure of export controlled information or militarily critical technology to foreign nationals.

H. Security

1. This agreement is unclassified.
2. No access to U.S. Sensitive but Unclassified information is allowed.

3. No access to Intelligence information is allowed.
4. No access to "For Official Use Only" (FOUO) or sensitive unclassified information is allowed.
5. No government-owned Non-NMCI Automated Information System (AIS) are to be used.
6. Customer-owned unclassified AIS to be brought onto government site.

I. General

1. This Agreement shall become effective upon the date of the last signature of the authorized representatives of each of the Partners, and shall remain in effect for five (5) years from its Effective Date, unless otherwise previously terminated or extended in writing.
2. This Agreement constitutes the entire agreement between the Partners concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter. Any changes to this agreement must be in writing and signed by both parties to be effective.
3. The illegality or invalidity of any provisions of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.
4. Titles and headings of the sections and subsections of this Agreement are for convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.
5. The Partners agree that the laws of the United States of America as applied by the Federal Courts shall govern this Agreement for all purposes.
6. NAVAIRWARCENACDIV and growingSTEMS may elect to terminate this Agreement at any time by mutual consent. In such event, the Partners shall specify the disposition of all activities accomplished or in progress arising from or performed under this Agreement, and they shall specify the disposal of all property in a manner consistent with this Agreement and property disposal laws and regulations. Further, either Partner may unilaterally terminate this entire Agreement at any time by giving the other Partner written notice not less than 30 days prior to the desired termination date.
7. The articles covering Liabilities, General Provisions and Surviving Provisions shall survive the termination of this Agreement.

SIGNATURES

growingSTEMS:

Erik Wood 10/01/2024
(Signature) (Date)

Erik Wood
President
growingSTEMS

NAVAIRWARCENACDIV:

J. E. Dougherty, IV 10/21/2024
(Signature) (Date)

J. E. DOUGHERTY, IV
Commander
Naval Air Warfare Center Aircraft Division