



Name
Company
Address
City, State Zip

Dear Dr. Last Name,

On behalf of the Center for the Advancement of Science in Space (“CASIS”), we would like to invite you to participate as an evaluator of CASIS proposal(s). CASIS is a scientific and educational 501(c)(3) nonprofit corporation responsible for management of the International Space Station (ISS) U.S. National Laboratory. CASIS is under a cooperative agreement (80JSC018M0005) with NASA to maximize the value of the ISS to the nation by developing and managing a diversified R&D portfolio, and to support Science, Technology, Engineering and Mathematics (STEM), and STEM educational disciplines. At times, we seek support from outside entities to assist in review of proposals. You have been identified as a Subject Matter Expert (SME) in one, or more, of the aforementioned disciplines.

CASIS is offering reimbursement of expenses to conduct a technical assessment of ***each proposal*** based on a predetermined evaluation criteria and scoring methodology. Subsequent to your acceptance of this Agreement you will be provided with electronic copies of the proposal, evaluation instructions, and score sheet. We are requesting a score sheet to be delivered within ten business days from when you receive the proposal. Once a score sheet is delivered and accepted, in order to receive payment, you must submit an invoice to include: date, Invoice #, legal name, address, phone number, quantity, description of service/proposal(s) reviewed; extended price, and total amount. Please forward your completed score sheet and invoice to: Xxxxxx at xxxxxx@issnationallab.org. Payment Terms: Net 30 days.

The proposal evaluation process is sensitive in nature and must be protected accordingly. As such, you are required to review and comply with the “Confidentiality Information,” “Preventing Personal Conflict of Interests” (COI), and “U.S. Export Control Regulations” provisions contained in **Attachment 1**. By signing this agreement, you hereby agree as follows:

- 1) Deliver a scoring sheet that outlines your expert opinion relative to each proposal(s) reviewed;
- 2) Acknowledge receipt, understanding and compliance to the “Confidential Information”, Preventing Personal Conflicts of Interest” and “U.S. Export Control Regulations” provisions contained in **Attachment 1**;
- 3) In the event a Personal Conflict of interest (COI) presents itself you will immediately notify the CASIS Contracts and Compliance office at compliance@issnationallab.org, and fully disclose the circumstances related to the COI; and
- 4) Certify below (*check box*) that you are a U.S Citizen or U.S. Permanent Resident and will provide proof upon request.

U.S. Citizen

U.S. Permanent Resident (if checked, please send PDF copy of U.S. Green Card)

This Agreement shall be effective for twelve (12) months on the last signature date as set forth below. If you have any questions, please contact Xxxxx, xxxxxx@issnationallab.org and phone 321-xxx-xxxx.

Sincerely,
CASIS Management

Subject Matter Expert

Signature: _____

Name: _____

Title: _____

Date: _____

CENTER FOR THE ADVANCEMENT OF SCIENCE IN SPACE
MANAGER OF THE INTERNATIONAL SPACE STATION U.S. NATIONAL LABORATORY

ISS-CASIS.ORG
888.641.7797

6905 NORTH WICKHAM ROAD
SUITE 500
MELBOURNE, FL 32940



ATTACHMENT 1

Confidential Information

Definitions.

- a. For purposes of this Agreement, "Confidential Information" shall mean any information disclosed by any Party to any other Party, in the following forms:
 - (i) if in written, graphic, electronic information or any other tangible medium, including without limitation data, designs, memoranda, models, prototypes, hardware, tools or technology; or
 - (ii) if originally disclosed orally or by way of observation, to the extent identified as Confidential Information at the time of such original disclosure and to the extent summarized in reasonable detail and confirmed as being Confidential Information in a written notice delivered to the receiving Party within ten (10) days after original disclosure.
- b. "Confidential Information" shall not include information which:
 - (i) Is available or becomes available in the public domain through no act of the receiving Party;
 - (ii) is independently developed by or on behalf of the receiving Party without Confidential Information of the disclosing Party; or
 - (iii) was acquired by a Party from other than one of the other Parties prior to the time of its disclosure by the disclosing Party.

Each Party shall treat Confidential Information of the other Parties with the same degree of confidentiality with which it treats its own Confidential Information (except that it shall not release such Confidential Information pursuant to this or any other Agreement), and in no case less than a reasonable degree of confidentiality;

Each Party shall not copy Confidential information, in whole or in part, except as required in furtherance of the uses thereof permitted by this Agreement, and except with accurate reproduction of all proprietary legends and notices located in the originals;

Each Party shall use Confidential Information only for the purposes of determining whether the Parties will pursue further negotiations with each other, and as otherwise may be agreed upon in the performance of obligations under this Agreement;

Each Party shall not use any Confidential Information for its own account or purposes, or for the account or purposes of any third Party;

Each Party shall limit dissemination of Confidential Information received from the other Party in accordance with the Agreement signed between the Parties to only those of its employees and outside consultants who need to know the Confidential Information in furtherance of the uses thereof permitted by this Agreement; provided, however, that a receiving Party shall in all events be responsible to the disclosing Party for any action or inaction of the receiving Party's existing, future and former employees and outside consultants that would violate this Agreement, as if action or inaction had been that of receiving Party directly;

Each Party shall destroy or return to the disclosing Party any Confidential Information received in written or other tangible media, including all copies and records thereof, upon any request by the Disclosing Party;

Each Party agrees to comply with this Confidential Information provision contained herein upon execution of this Agreement, and further agrees that as applicable, its employees who perform work under this Agreement, will also comply with this language;



ATTACHMENT 1

Each Party shall destroy or return to the disclosing Party any Confidential Information received in written or other tangible media, including all copies and records thereof, upon any request by the Disclosing Party;

This agreement is effective as of the last signature date as written above and will continue one (1) year, unless terminated on thirty (30) days written notice by either party; provided however, that each party's obligations of confidentiality and restrictions on use of the information received by it shall survive and continue to survive and be binding on the parties' employees, former employees, and successors in-interest for three (3) years after the end of the term of this agreement;

Nothing in this Agreement may be construed to prevent a Party that has received Confidential Information ("the Receiving Party") from disclosing said information as required by law or legal process as long as the Receiving Party, if permitted by applicable law, promptly notifies the Party that has disclosed the Data ("the Disclosing Party") of its obligation to disclose and provides reasonable cooperation to the Disclosing Party in any efforts to contest or limit the scope of the disclosure. SME agrees that—upon request or as required by law, legal process, or applicable agreements including CASIS' Cooperative Agreement with NASA—CASIS may disclose the identities and the analysis provided by the SME and its employees performing work on behalf of CASIS to NASA or the United States Congress provided that CASIS shall notify the SME as required by this Section of the Agreement; and

This Agreement is governed by the laws of the State of Florida, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this agreement shall be Brevard County, Florida.

PREVENTING PERSONAL CONFLICTS OF INTEREST

(a) Definitions. As used in this clause:

"Subject Matter Expert" (SME) – individual, employee, or company conducting technical and scientific analysis of a proposal(s).

"Subjective judgment" involves the use of attitudes, beliefs and opinions, giving the individual latitude in executing the grant. The following activities may involve the use of subjective judgment: (1) selection of subgrant recipients; (2) prioritization of subgrant recipients; (3) preparation of subgrant requests for proposals including reviews. Being free of financial interests is the best manner to ensure there is no basis for "bias" in executing the grant.

"Covered employee" means an individual who—

- (1) Is an employee of the SME, a consultant, a partner, or that is a sole proprietor;
- (2) Performs a function involving "subjective judgment."

"Non-public information" means any information that a covered employee gains by reason of work under the grant relative to a function involving subjective judgment that the covered employee knows, or reasonably should know, has not been made public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could compete with impair the employee's ability to act impartially and in the best interest of the Government when performing under the grant.

- (1) Among the sources of personal conflicts of interest are—



ATTACHMENT 1

- (i) Financial interests of the covered employee, of close family members, or of other members of the household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.
- (2) Financial interests referred to in paragraph (1) of this definition may arise from—
- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
 - (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
 - (iii) Services provided in exchange for honorariums or travel expense reimbursements;
 - (iv) Research funding or other forms of research support;
 - (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
 - (vi) Real estate investments;
 - (vii) Patents, copyrights, and other intellectual property interests; or
 - (viii) Business ownership and investment interests.
- (b) Requirements. The SME shall—
- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, including—
 - (i) Obtaining and maintaining a financial disclosure statement from each covered employee, when the employee is initially assigned to the task involving subjective judgment; and
 - (ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.
 - (2) For each covered employee—
 - (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform a function involving the use subjective judgment if the Recipient has identified a personal conflict of interest for the employee that the Recipient or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
 - (ii) Prohibit use of non-public information for personal gain; and
 - (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information.
 - (3) Inform covered employees of their obligation—
 - (i) To disclose and prevent personal conflicts of interest;
 - (ii) Not to use non-public information for personal gain; and
 - (iii) To avoid even the appearance of personal conflicts of interest;
 - (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
 - (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this provision; and



ATTACHMENT 1

- (6) Report to CASIS any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the actions taken by the SME in response to the violation. Personal conflict-of-interest violations include—
- (i) Failure by a covered employee to disclose a personal conflict of interest; and
 - (ii) Use by a covered employee of non-public information for personal gain.
- (c) Mitigation or waiver.
- (1) In exceptional circumstances, if the SME cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the SME may submit a request through CASIS for—
- (i) Agreement to a plan to mitigate the personal conflict of interest; or
 - (ii) A waiver of the requirement.
- (2) The SME also must notify CASIS of any de minimis conflict a covered employee may have. A conflict is considered de minimis if the aggregate value belonging to covered employee, the spouse, and the minor children in the following holdings does not exceed \$15,000.
- (i) Publicly traded securities,
 - (ii) Long-term Federal Government securities, and
 - (iii) Municipal securities
- (d) Remedies. In addition to other remedies available to CASIS, the SME's failure to comply with the requirements of paragraphs (b), (c)(2), or (e) of this clause may render the SME subject to termination of the grant.
- (e) Subcontract flowdown. The SME shall NOT subcontract any portion of the services without prior written consent from CASIS.

U.S. EXPORT CONTROL REGULATIONS

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 774, in performing work under this Agreement or any Amendment to this Agreement.