

INTERAGENCY AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
THE NATIONAL SCIENCE FOUNDATION
FOR
THE GLOBAL LEARNING AND OBSERVATIONS TO BENEFIT THE ENVIRONMENT
(GLOBE) PROGRAM

ARTICLE I - INTRODUCTION

The National Aeronautics and Space Administration (NASA) and the National Science Foundation (NSF), jointly referred to hereinafter as "the Parties" or individually as a "Party," have collaborated on the Global Learning and Observations to Benefit the Environment (GLOBE) Program since 1994. The GLOBE Program is a hands-on international education and science program that joins students, educators and scientists from around the world in studying Earth System Science. The goals of the GLOBE Program are to improve science education, enhance environmental awareness, and increase understanding of the Earth as a System. This collaboration has been successful and supportive of the Parties' objectives. NASA and NSF note that continuing to work together to support the GLOBE Program will enable them to further meet their agencies' objectives as well as create a more enhanced and sustained GLOBE Program. Therefore, NASA and NSF agree that continuing their collaboration on the GLOBE Program pursuant to this Interagency Agreement (IA) will be mutually beneficial.

ARTICLE II - PURPOSE

This IA provides a basis for the collaboration between these agencies in developing the vision for and implementation of the GLOBE Program. NASA will provide overall program management of GLOBE and support program infrastructure and some educational activities, including support of NSF-related projects. NSF will support the science aspects of GLOBE and some educational activities, including support of NASA-related projects.

ARTICLE III – RESPONSIBILITIES OF NASA AND NSF

A. Using reasonable efforts, NASA agrees to:

1. Provide base funding, subject to the availability of funds and satisfactory performance, for the GLOBE Program core components, including maintenance and support of GLOBE's international network of partners, schools, teachers and students; educator professional development; educational materials; electronic and on-line resources; and extensive database of environmental observations;
2. Provide overall program management; and
3. Provide support to NSF, as NASA and NSF deem appropriate and in accordance with law, to the implementation of the science aspects of GLOBE.

B. Using reasonable efforts, NSF agrees to:

1. Provide base funding, subject to the availability of funds and satisfactory performance, for the science aspects of GLOBE, including conducting competitive solicitations grounded in Earth system scientific disciplines under the NSF Directorate for Geosciences and the NASA Earth-Sun System Division of the Science Mission Directorate;

2. Manage grants resulting from the competitive solicitations; and

3. Provide support to NASA, as NSF and NASA deem appropriate and in accordance with law, to the maintenance of GLOBE program core components.

ARTICLE IV – AUTHORITY

NASA enters this IA pursuant to Section 203(c) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. § 2473(c). NSF enters this IA pursuant to the authority of the National Science Foundation Act of 1950, as amended, 42 U.S.C. § 1861 et seq; the Science and Engineering Equal Opportunities Act, 42 U.S.C. § 1885; and Title I of the Education for Economic Security Act, 20 U.S. C. §§ 3911-3922.

ARTICLE V – TERM OF AGREEMENT

This IA will become effective upon approval by both parties and, unless terminated earlier pursuant to Article XII, this IA will expire October 31, 2012.

From time to time this IA may be revised as necessary by mutual consent of both parties, by issuance of written supplemental agreement(s) signed, and dated, by both parties.

ARTICLE VI – ANTI-DEFICIENCY ACT

Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(1994), nothing herein shall be construed as binding the United States or either Party to expend, in any one fiscal year, any sum in excess of appropriations made by Congress for this purpose, or to involve the United States or either Party in any contract or other obligation for the further expenditure of money in excess of such appropriations.

ARTICLE VII – FINANCIAL OBLIGATIONS

NASA and NSF will fund their own participation under this IA. In the event that the Parties find it necessary and appropriate to transfer funds to pay for reimbursable goods or services to support the implementation of the GLOBE Program and their responsibilities under this IA, a reimbursable order shall be entered into in advance of any reimbursable costs being incurred. Each reimbursable order shall state that the Parties are entering into the order pursuant to this IA and shall describe the goods and/or services needed and each party's responsibilities. Any reimbursement provided to NASA or NSF under this IA shall be in accordance with law.

ARTICLE VIII – NONINTERFERENCE WITH GOVERNMENT ACTIVITIES

The responsibilities mentioned in this IA or any reimbursable order under this IA assume that the property and services specified in this IA are available on a noninterference basis with NASA and NSF, and other, Government-sponsored activities, and any NASA and NSF support is consistent with applicable U.S. Government policies, laws and regulations in effect at the time such property and services are to be provided.

ARTICLE IX – LIABILITY

NASA and NSF agree to assume liability for their own risks associated with activities undertaken under this IA.

ARTICLE X – INTELLECTUAL PROPERTY

Nothing in this IA shall be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties or their contractors or subcontractors. The Parties do not intend to exchange any proprietary information pursuant to this IA.

ARTICLE XI – TERMINATION

NASA or NSF may terminate this IA prior to its expiration by written notice to the other Party not less than thirty (30) days in advance of termination. Neither party shall be entitled to any compensation for any partial or full termination of this IA. Any expenses incurred pursuant to reimbursable work authorized by a reimbursable order under this IA, however, shall be paid in accordance with the reimbursable order and applicable statutory authority.

ARTICLE XII – DISPUTES

All differences between the parties concerning this IA, if not resolved by the key personnel officials listed above, shall be submitted jointly for resolution by the NASA Associate Administrator for the Science Mission Directorate and the NSF Assistant Director for Geosciences.

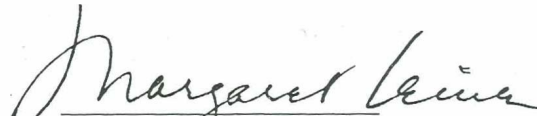
ARTICLE XIII – EXECUTION

The following individuals execute this IA on behalf of NASA and NSF, respectively.



Mary Cleave
Associate Administrator
Science Mission Directorate
National Aeronautics and Space Administration

Date: 24 Oct 2005



Margaret G. Leinen
Assistant Director
Geosciences Directorate
National Science Foundation

Date: 12/1/05

Article XIV – KEY OFFICIALS

The key contact for NASA is:

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The key contact for NSF is:

Paul Filmer
Program Director for GLOBE Program
Geosciences Division
National Science Foundation
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