

AGREEMENT NO.: 15-097
between
SPACE FLORIDA
AND
UNIVERSITY OF CENTRAL FLORIDA
to provide funding for the
FLORIDA SPACE RESEARCH PROGRAM

This Agreement is entered into as of May 19, 2015 (the "Effective Date"), between Space Florida ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, with its principal place of business at 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and the University of Central Florida ("UCF"), by and on behalf of its Board of Trustees, with offices located at 12201 Research Parkway, Suite 501, Orlando, FL 32826.

Whereas, subsection 331.3051(10) of the Florida Statutes provides that SF is responsible for creating innovative education programs by funding programs developed in conjunction with the Department of Education that target grades K-20 in an effort to promote mathematics and science education programs, which may include the Florida-NASA Matching Grant Program, aerospace-focused education programs for teachers, education-oriented microgravity flight programs for teachers and students, and Internet-based aerospace education.

Whereas, the Florida Space Grant Consortium (the "FSGC") was formed in 1989 when NASA implemented the national Space Grant College and Fellowship Program and is a voluntary association of seventeen public and private Florida Universities and colleges led and administered by UCF through the Florida Space Institute.

Whereas, the FSGC also includes SF, all of Florida's community colleges, the Astronaut Memorial Foundation, NASA-Kennedy Space Center, and the Orlando Science Center.

Whereas, the FSGC supports the expansion and diversification of Florida's space industry, through providing grants, scholarships, and fellowships to students and educators from Florida's public and private institutes of higher education.

Whereas, the Florida Space Research Program (the "FSRP") is a matching grant program which combines state, federal, and other funds for competitive award to projects sponsored within, or conducted in partnership with, the state's public and private academic institutions, created for the purpose of supporting the expansion and diversification of Florida's space industry by increasing statewide academic involvement in space research, engineering, education, and training programs that are consistent with the state's space industry priorities.

Whereas, the FSRP is jointly funded by the FSGC and SF.

Whereas, SF and UCF share a responsibility for supporting space research and technology programs with academia, industry and government and have been working together since 2007 to provide funding to the FSGC to support grants awarded under the FSRP.

Whereas, in furtherance of their public purpose and to fulfill SF's statutory responsibilities under subsection 331.3051(10) of the Florida Statutes, the parties desire to continue participating in an annual matching grant program which will be tailored to sponsor projects that fit within a list of jointly approved categories that represent priority areas for Florida-based space-related research, technology and education.

Whereas, subject to the terms of this Agreement, SF will provide "Research Funding" directly to UCF, in an amount approved from time-to-time by the SF Board of Directors, and which will be dispersed by UCF on behalf of FSGC to fund the FSRP.

NOW, THEREFORE, the parties agree as follows:

1. Term of Agreement. This Agreement shall commence on the Effective Date and unless otherwise extended or terminated shall remain in effect until June 30, 2017.
2. The FSRP. For each year that this Agreement remains in effect (i) FSGC, and/or (ii) SF, may sponsor the FSRP. The FSRP shall support the expansion and diversification of Florida's aerospace industry by addressing workforce development and increasing statewide academic involvement in space research, technology development, engineering, education and training programs that are consistent with the state's space industry priorities.
3. FSGC's Responsibilities. During the term of this Agreement, FSGC will:
 - a. Coordinate with SF on the development of the "Yearly Program Announcement & Request for Proposal" documents to support the FSRP.
 - b. Administer the FSRP matching grant program as it does existing grant programs, including but not limited to the annual release of jointly-approved request for proposal documents, outreach and distribution to academic institutions statewide, and establishment of peer-review teams for proposals and participation in the final selection and award process.
 - c. Provide contractual management for approved projects and financial record keeping for audit purposes.
4. 2015-2016 Research Funding Provided by SF, FSGC, and Other Parties.
 - a. Based on (i) the availability and appropriation of funds from the State or other sources, and (ii) if required, approval by the SF Board of Directors, SF will contribute One Hundred Thousand Dollars (\$100,000.00) to the "2015-2016 Research Funds" to UCF to be used by FSGC to support aerospace industry projects under the FSRP and as further defined in the 2015 Program Announcement and Request for Proposals. The Research Funds contributed by SF may be identified by FSGC as non-Federal matching contributions against NASA's annual FSGC grant funds. In conjunction with the 2015-2016 Research Funds, UCF shall provide the Reporting Requirement

identified in Paragraph 6.a., no earlier than July 15, 2015 and no later than August 30, 2015 and the Reporting Requirement identified in Paragraph 6.b., on or before June 30, 2017.

- b. FSGC shall contribute up to Two Hundred Thousand Dollars (\$200,000.00) to support aerospace industry projects under the FSRP and as further defined in the 2015 Program Announcement and Request for Proposals.
- c. Other organizations, including but not limited to NASA, TRDA, or private industry may contribute additional funds to the FSRP matching grant program, or provide selective support to projects or categories that are of interest to them. Grant proposals submitted, for example, may be funded in full or in part by a third-party organization.
- d. The Research Funds from SF to be provided under this Agreement come from appropriated funds which SF receives each year from the State of Florida pursuant to one or more funding agreements. Such funding agreements contain certain reporting requirements and restrictions which can, and do, change from year-to-year. Accordingly, when this Agreement was drafted, SF was aware of and familiar with the reporting requirements and other restrictions for SF's 2014-2015 fiscal year appropriations. UCF understands and acknowledges that reporting requirements and deadlines for the 2015-2016 fiscal year appropriations may be different, therefore resulting in the need to amend subsection 4.a., above.

5. Awarding a FSRP Grant.

- a. FSGC, with SF involvement and input, will establish (i) peer-review teams for the review of proposals submitted for the FSRP grant funds, and (ii) a selection and review committee which shall include representatives from FSGC and SF to make final grant decisions based on the criteria in the Program Announcement & Request for Proposals.
- b. Grant proposals may be accepted and funded at any time during the year after the initial due date, based on available funding.
- c. Principle Investigator for accepted grant proposals may publish the results of the work in its own form. Principle Investigator publications shall acknowledge the support of FSGC and SF.
- d. To recognize their contributions or support to the matching grant program, other members from NASA, industry, Enterprise Florida, or other organizations may be included as future partners in the joint FSRP as approved by the FSGC and SF. The Selection Award Committee may identify one or more of these organizations as ex-officio or advisory members of the committee.

6. Reporting Requirements. UCF shall provide the following to SF:

- a. A copy of the published "Request for Proposal".
- b. An "Annual Funding Report" detailing the FSRP projects which are selected for funding under that year's program cycle and include a list of publications as well as the contribution of FSGC and other organization and third party funding for that year's program. This report may be included by SF in their publicity and outreach materials provided that necessary acknowledgement be made to the FSRP program .

7. Payment of the Research Fund by SF to UCF. Invoicing shall be as follows:

- a. UCF shall invoice SF for ninety percent (90%) of the Research Funds upon delivery of the published Request for Proposals identified in Paragraph 6.a., and in accordance with Paragraph 4.a., above no earlier than July 15, 2015.
- b. UCF shall invoice SF for the final ten percent (10%) of the Research Funds upon delivery of the Annual Funding Report identified in Paragraph 6.b., and in accordance with Paragraph 4.a., above no later than June 30, 2017.
- c. All invoice submittals shall include the reporting requirements identified in Section 6 and shall be submitted by electronic mail to SF, confirmed returned receipt, to accounting@spaceflorida.gov with a cc: to the project manager Ryan Kobrick, at rkobrick@spaceflorida.gov and Debbie Hebert at dhebert@spaceflorida.gov.
- d. The Research Funds contributed by SF will not be co-mingled with FSGC funds. The SF Research Funds will be disbursed by UCF on behalf of FSGC on a project-by-project basis to support grant awards and projects approved by the selection and review committee. Other than the indirect cost charged at five percent (5%), no administrative costs of UCF or FSGC will be paid by SF Research Funds.
- e. Payments for the Research Funds shall be made payable to UCF and remitted to the following address:

University of Central Florida
Finance & Accounting
Research Pavilion, Suite 300
12424 Research Parkway
Orlando, FL 32826

8. Availability of Funds. All activities under or pursuant to this Agreement are subject to the availability of available or appropriated funds. SF shall immediately notify UCF and FSGC should funds become unavailable. In such case, UCF shall have the right to stop work and/or terminate this Agreement in accordance with Section 9 Termination.
9. Termination. Either party may terminate this Agreement upon thirty (30) days written notification to the other party. In the event of termination, UCF will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of

termination. Such decision shall be communicated in the manner specified in Section 10 of this Agreement.

10. Notices.

- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 10.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 10.c.
- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 10.

For Space Florida:

Contracts Compliance Manager, Desiree Mayfield

dmayfield@spaceflorida.gov

Project Manager for Research and Development
Ryan L. Kobrick, Ph.D.

rkobrick@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For University of Central Florida:

Senior Contract Manager
Michelle Rosenbaum
michelle.rosenbaum@ucf.edu

12201 Research Parkway, Suite 501
Orlando, FL 32826
P: 407-823-5450

For Florida Space Grant Consortium:

Asst. Director
Sreela Mallick
Sreela.Mallick@ucf.edu

12354 Research Parkway, room 214-B
Orlando, FL 32826-0650
P: 407-823-6176

- c. Subject to Subsection 10.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
 - d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
 - e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.
11. Amendments and Modifications. This Agreement may not be altered, modified, amended or changed in any manner, except in writing executed and delivered by authorized representatives of each of the Parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery or such later date as the Parties may agree therein.
12. Liability; Sovereign Immunity. UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omission of UCF and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF according to applicable law. SF assumes any and all risks of personal injury or property damage attributable to the negligent acts or omissions of SF's officers, employees, servants, and agents, or other persons acting or engaged to act by SF in furtherance of the obligations of SF under this Agreement. UCF warrants and represents that, as a state university, it is self-insured with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. SF and UCF further agree that nothing contained herein shall be construed or interpreted as (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies (including SF and UCF) to be sued; or (3) a waiver of sovereign immunity beyond that provided in section 768.28 of the Florida Statutes.
13. Audit and Examination of Records.

- a. SF reserves and is granted the right, upon reasonable notice and at a reasonable time, to review, audit, copy, examine and investigate in any manner, any records of UCF which are applicable to this Agreement.
- b. UCF shall preserve all Records in conjunction with this Agreement for the entire term of the Agreement and for five (5) years from the end date of this Agreement. Records shall include, but not be limited to, independent audit working papers, books, documents, vouchers, bills, invoices, requests for payment, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.

14. Unauthorized Aliens and Employment Eligibility Verification.

- a. SF shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by FSGC cause for termination of this Agreement.
- b. FSGC shall utilize the E-Verify system to verify the employment eligibility of all new employees performing work under this Agreement and hired by FSGC during the term of this Agreement.
- c. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- d. If FSGC does not have an E-Verify MOU in effect, FSGC must enroll in the E-Verify system prior to hiring any new employee after the Effective Date of this Agreement.

15. Miscellaneous.

- a. UCF and SF agree to comply with all applicable Federal, State and local laws, rules and regulations.
- b. UCF shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- c. UCF affirms that they have at no time been convicted of a Public Entity Crime pursuant to Section 287.133(2)(a) of the Florida Statutes and agrees that they shall not

violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- d. UCF shall , in accordance with the provisions of Chapter 119, *Florida Statutes*, permit public access to all public documents or other materials prepared, developed or received by it in connection with the performance of its obligations or the exercise of its rights under this Agreement, other than those in conjunction with a Non-Disclosure Agreement. This Agreement may be terminated by SF if UCF fails to allow such public access.
- e. This Agreement shall be subject to and governed by the laws of the State of Florida.
- f. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.
- g. This Agreement may not be assigned, delegated or transferred by either party in whole or in part without express written consent of the other party. Any assignment, delegation or transfer in violation of this provision shall be void.
- h. To the extent economic development services or other similar business services are being provided under this Agreement, the parties agree to make reasonable efforts to avoid duplication of existing state and local services and activities.
- i. This Agreement is not binding on the parties until it has been signed by the authorized representatives of each party.
- j. This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
- k. Except as otherwise provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performance, if prevented by: (i) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion; (ii) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (iii) labor dispute that results in a strike or work stoppage affecting the performance under this Agreement.
- l. In no event will either party be responsible for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of

this Agreement, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance.

The parties are signing this Agreement on the Execution Dates below the signatures.

Space Florida:

By: 
Name: Denise Swanson
Title: CFO/CAO

Execution Date: 6/10/15

University of Central Florida:

By: 
Name: Michelle Rosenbaum
Title: Senior Contract Manager

Execution Date: 6/10/15

Approved as to Form and Legality

 6-10-15

Amendment No.: 01
Subcontract Agreement No.: 15-097 between
Space Florida
and
University of Central Florida

This Amendment No.: 01 to Agreement No.: 15-097 (the "Original Agreement"), is dated June 8, 2016 (the "Effective Date") and is between SPACE FLORIDA ("SF"), and THE UNIVERSITY OF CENTRAL FLORIDA ("UCF") Board of Trustees, and amends the Original Agreement 15-097 entered into by the above named parties for the purpose of transferring funds to UCF for the benefit of the NASA-Florida Space Grant Consortium ("FSGC").

In consideration of the mutual covenants and conditions set forth herein and in the Original Contract 15-097 identified above, the parties hereby agree to amend Sections 1, 4, and 6, which amendments shall govern to the exclusion of any provisions of the Original Contract 15-097 and all amendments to the contrary:

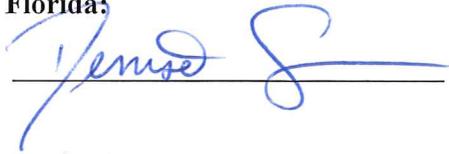
1. Revise Original Agreement introduction for UCF **from** "UNIVERSITY OF CENTRAL FLORIDA ("UCF"), by and on behalf of its Board of Trustees" **to** "THE UNIVERSITY OF CENTRAL FLORIDA ("UCF") Board of Trustees"
2. Section 1 of the Original Agreement regarding the Period of Performance is hereby amended to extend the date to April 9, 2018.
3. Section 4 of the Original Agreement regarding the Funding Contribution is hereby amended to add an additional One Hundred Thousand Dollars (\$100,000.00) for the period commencing May 1, 2016 through April 9, 2018. The total amount to be paid by SF to UCF then to be provided to FSGC under the Original Agreement and Amendment #01 shall not exceed Two Hundred Thousand Dollars (\$200,000.00).
4. Section 6 of the Original Agreement is hereby amended to require an annual funding report to be submitted to SF by FSGC on or before December 31, 2016, detailing the projects which are selected for funding under this Amendment #01.
5. Section 7 (c) of the Original Agreement is revised to replace Debbie Hebert at dherbert@spaceflorida.gov with Space Florida Contracts at contracts@spaceflorida.gov.

All provisions of the Original Agreement not specifically amended herein shall remain in full force and effect.

The parties are signing this Amendment on the Execution Date, below:

Space Florida:

By:



Name: Denise Swanson

Title: CFO/CAO

The University of Central Florida Board of Trustees:

By:



Name: Mindy Solivan

Title: Team Manager

Execution Date: June 8, 2016

Execution Date: June 8, 2016