



REQUEST FOR PROPOSALS

from

Trainers, Facilitators, Leadership/Career Coaches,
Organizational Consultants, and Faculty Members

for the

2021-22 Science & Technology Policy Fellowships Program
Professional Development Curriculum

Proposal Deadline

Tuesday, June 1, 2021, 5:00 p.m. ET

I. About the AAAS Science & Technology Policy Fellowships Program

The American Association for the Advancement of Science (AAAS) [S&T Policy Fellowships \(STPF\) program](#) provides opportunities to outstanding scientists and engineers from a broad range of disciplines, backgrounds, and career stages to learn first-hand about policymaking in the federal government while contributing their knowledge and analytical skills. The experience builds the capacity of scientists and engineers to effectively inform individuals and organizations that influence and determine public policies, regulations, and funding decisions. The aim is to maintain and expand a corps of policy-savvy STEM (science, technology, engineering and math) leaders working across sectors to serve the nation and citizens around the world.

II. Program Vision

The Science & Technology Policy Fellowships program pursues a vision of public policy informed by science and technology for the benefit of society.

III. Program Mission

Connect science with policy and foster a network of science and engineering leaders who understand government and policymaking, and are prepared to develop and execute solutions to address societal challenges.

IV. Program Learning Goals and Objectives

Fellows career pursuits following the fellowship are often influenced by the skills, knowledge, and networks they gain through the immersive fellowship experience and the professional development opportunities they receive. Upon completion of the program, some alumni return to their prior institutions, while others transition to new sectors (government, nonprofit, academia, industry).

STPF seeks trainers to plan and conduct workshops or seminars as part of a year-long professional development program meant to complement the fellows' placement experience by enhancing their capacity in four foundational learning areas: **Policy and the Federal Government; Communication; Leadership; and Networking and Career Strategies.**

Science & Technology Policy Fellowships

STPF Professional Development Learning Goals

Each workshop proposal should provide programming that addresses one or more of the following overarching learning goals:

- 1) Integrate science and technology expertise with inclusive communication and leadership skills to impact policy in the federal government.
- 2) Build and maintain a network of diverse stakeholders who are committed to utilizing science to inform policy.
- 3) Develop science and technology policy knowledge and skills to operate effectively in the federal government.
- 4) Empower fellows as agents of change for advancing science and serving society for all.

Professional Development Learning Objectives

Each workshop proposal should target one or more of the following learning objectives:

Policy and the Federal Government

Fellows will be able to...

- Examine the complexities between and within the legislative, executive, and/or judicial branches of government on policy formation.
- Analyze the relationship between science and policy in the federal government and the role of diverse stakeholders.
- Evaluate the impact of contemporary societal issues on science and policy.
- Contribute to pathways that encourage the value of scientific thinking in federal agencies.
- Contribute to pathways that advance equity and justice in the science/policy nexus and the federal government.

Communication

Fellows will be able to...

- Demonstrate knowledge of communication processes to facilitate collaboration with diverse stakeholders.
- Defend the importance of effective science communication on outreach and the potential impacts on policy formation.
- Formulate effective oral and written strategies to communicate science to diverse audiences including the public, media, and policymakers. These strategies will:
 - Consider multi-culturally relevant communication spaces to meet intended audiences.
 - Create environments of empathy and mutual respect.
 - Employ storytelling, visual aids, nonverbal cues, and persuasive strategy to convey evidence-based information.
 - Value and promote perspective sharing.
 - Employ active listening techniques.

Leadership

Fellows will be able to...

- Demonstrate an understanding of culturally competent models of leadership and the potential impacts on individuals and organizations.

- Develop inclusive leadership skills to promote desired outcomes.
- Integrate social and emotional intelligence with applied leadership models.
- Lead with a perspective that inclusion is a foundational lens to create policy and evaluate its efficacy.
- Capitalize on opportunities to serve as science policy leaders in various sectors including academia, government, non-profit, and industry/private sector.

Networking and Career Strategies

Fellows will be able to...

- Develop skills to form networks and achieve career goals.
- Understand the value of building relationships through diverse networks to increase the quality and dissemination of one's work, and to mitigate one's own implicit biases.
- Apply appropriate networking techniques to form lasting connections with individuals and organizations within the science policy matrix.

V. Program Audience

Fellows represent a diverse array of disciplinary areas, career stages, ages, racial and ethnic backgrounds, and genders. Fellows attending professional development events may be first or second-year fellows serving in the legislative, executive, or judicial branches of the federal government. Although attendance will vary at each workshop, programming for the STPF Professional Development program should be relevant to and inclusive of this diverse audience.

VI. Summary Scope of Work Deliverables

Develop an interactive, engaging training course/workshop on a particular topic targeted at scientists working in government as part of the S&T Policy Fellowship professional development curriculum.

- Define workshop learning goals and objectives.
- Map course content to the stated learning goals and objectives.
- Provide a compelling workshop title and description.
- Develop workshop agenda and prepare training materials targeting scientists and engineers immersed in the federal government policymaking process.
- Deliver an engaging, inclusive workshop that incorporates interactive learning methods

VII. Sample Scope of Work Stipulations

The following scope of work stipulations apply to the service contract:

1. AAAS will provide meeting space:
 - a. Virtual: Virtual event platform with capacity for breakout rooms, chat, Q&A, polls, and screen-sharing.
 - b. In-person: Auditorium (with space for break-out rooms) with LCD projector, computer and screen, and microphone.
2. AAAS will provide logistics management.
3. AAAS will develop and distribute a workshop evaluation to participants and, upon request, will provide a summary of the responses to the trainer.

4. AAAS will post any handouts/materials/slides in PDF format on a password protected website for access by fellows.
5. Trainer will provide a presentation title and description, speaker bio(s), and digital headshot(s) for promotion of the workshop.
6. Trainer will identify target learning objectives for workshop/seminar.
7. Trainer will confirm total hours of instruction.

Note: Previously, AAAS offered to make photocopies of handouts/materials for professional development workshops. We will no longer provide this service and trainers will be expected to provide copies of their own training materials for participants as needed.

An agreement will be drafted with input from both parties once a proposal has been accepted. See [Appendix C. Sample Vendor Contract](#) for a template.

Please note Section 11, Paragraph F of the contract which states: Insurance: [Vendor] warrants it has in place at the time of execution and will maintain throughout the term of this VA: (i) Workers compensation insurance in compliance with all applicable laws; (ii) General liability insurance of not less than \$2,000,000 written by an insurance company licensed to do business in the District of Columbia; (iii) Without limiting [Vendor]'s indemnification of AAAS, [Vendor] also agrees to indemnify, defend, and hold AAAS and the officers, and employees of AAAS harmless from and against any and all claims by any employees of [Vendor] of the nature of Comprehensive/Commercial General Liability; (iv) [Vendor] agrees that it will provide evidence of coverage upon request by AAAS.

VIII. Timeframe/Format

1. The professional development calendar for STPF runs from October into July. Professional development workshops are not offered in August and September.
2. Workshop length and format can vary but workshops take place during normal business hours (9:00 a.m. to 4:00 p.m.). Acceptable timeframes and formats include:

For virtual events:

- 2 to 4 hour workshop before or after lunch; or
- A pair of 2-4 hour workshops held over 1-2 weeks.

For face-to-face events:

- 2 to 4 hour workshop before or after lunch;
- 3/4 day workshop that includes a working lunch; or,
- All-day workshop with a morning and afternoon break, and a working lunch.

- 2 **Most workshops will be held virtually, and are able to accommodate up to 100 fellows.** Any in-person workshops will be held at AAAS (1200 New York Avenue, NW, Washington, DC 20005). Space includes use of the AAAS auditorium (theatre-style seating) and break-out spaces, if needed.

IX. Budget

AAAS will engage trainers through fixed-price contracts (see Section 2 in [Appendix C. Sample Vendor Contract](#)). The available budget for a workshop/workshop pair is approximately **\$1000 to \$7,000**, depending on the amount of development, personnel, and travel involved.

Please provide a budget for a virtual event. If you believe your workshop should be considered for an in-person event, please also provide an in-person event budget. All proposed fees should be inclusive of all workshop development and planning, personnel, materials, and potential travel (based on economy rates).

Note: AAAS does not pay hourly consulting rates for travel time.

If a third-party assessment, skills inventory, or similar tool is proposed as part of the workshop, AAAS may pay for that component outside the scope of the trainer fees at its discretion. Payment for such ancillary materials and services must be proposed by the trainer and approved by AAAS during initial contract discussions and will be paid directly to the third-party. The need for such ancillary materials must be clearly stated in the workshop proposal, and a separate budget for ancillary materials must be provided.

X. Proposal Elements

Proposals should include all of the following information in the same order as listed below, and **should not exceed 8 pages**. The 8 pages is exclusive of relevant CVs/resumes; please include these items in a separate addendum file.

Note: If you are submitting more than one workshop proposal for consideration, parts 1-6 below need only be completed once; part 7 will need to be completed in its entirety for each proposed workshop. You may submit a maximum of 4 workshop proposals. Submitting more than 4 may disqualify your proposal from consideration.

1. **A completed title page** including the following information: Full name, title, and company (if applicable), mailing address, phone number, email address. Please include the links to any websites and/or social media accounts that may be referenced for additional information.
2. **Describe your consultancy/firm** and the key personnel who would develop and deliver the workshop content. In a separate addendum file, please provide the CVs/resumes of the trainer(s). Links to videos of past performances are optional but encouraged, as applicable.
3. **Business certifications:** please indicate if any of the following vendor business certifications apply to your consultancy/firm:
 - a. Small business
 - b. Minority-owned business
 - c. Woman-owned business
 - d. Veteran-owned business
 - e. Vendor may qualify for one or more certifications, but does not currently have a business certification listed above.
 - f. Other (please specify)
 - g. None

4. **Describe your experience** with policy, leadership, communication, and/or career strategies and networking training. Identify your experience as it pertains to delivering trainings to PhD-level scientists and engineers, if any, in virtual and in-person environments.
5. **List of three references** including names, organizations, and contact information (phone and email) for clients who can provide direct knowledge regarding skills, qualifications, and delivery of requested training (preferably to scientists and engineers in virtual and in-person settings).
6. **Debt and Debarment:** Consultancy/firm certifies that it is not delinquent on any Federal Debt. Consultancy/firm certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency. AAAS will check status in the federal [System for Award Management](#) (SAM) database prior to the execution of contracts.

***Please indicate Yes/No in your proposal.**

7. **Insurance Requirements:** AAAS requires vendors have in place at the time of execution and will maintain throughout the term of this vendor agreement: (i) Workers compensation insurance in compliance with all applicable laws; (ii) General liability insurance of not less than \$2,000,000 written by an insurance company licensed to do business in the District of Columbia; (iii) Without limiting [Vendor]'s indemnification of AAAS, [Vendor] also agrees to indemnify, defend, and hold AAAS and the officers, and employees of AAAS harmless from and against any and all claims by any employees of [Vendor] of the nature of Comprehensive/Commercial General Liability; (iv) [Vendor] agrees that it will provide evidence of coverage upon request by AAAS. (See Section 11 in [Appendix C. Sample Vendor Contract](#)).

***Please indicate Yes/No. If no, are you willing to obtain the required insurance if your proposal is selected?**

8. **Presentation/Session/Workshop Information**

Note: If you are submitting more than one workshop proposal, this section will need to be completed in its entirety for each proposed workshop. Please include no more than 2 pages per additional workshop proposal (this will not count against the maximum of 8 pages listed above). You may submit a maximum of 4 workshop proposals for consideration.

- a. State the proposed title of your workshop.
- b. Describe the proposed workshop in 150 words or less.
- c. Identify the primary learning area(s) on which this workshop will focus (Policy and the Federal Government, Communication, Leadership, Networking and Career Strategies)
- d. Map the workshop to the overarching STPF learning goals and objectives outlined in Section IV (also see [Appendix A. Science & Technology Policy Fellowships Learning Goals and Objectives](#)).
- e. State 2-3 specific learning objectives for your proposed workshop (these should be much more specific than the overarching STPF goals and objectives). Each learning objective should specifically indicate the outcomes participants can expect to achieve in the form of, "At the conclusion of this workshop, participants will be able to..."
- f. Identify the timeframe/format for the workshop (see Section VII).
- g. Provide a draft agenda for the workshop, inclusive of the differentiated types of

- instruction you plan to utilize (e.g., lecture, interactive activities, discussion).
- h. Ancillary materials: Describe handouts or other materials you will use to support your presentation. Describe any leave-behind resources or templates to support continued learning.
 - i. Describe your logistical/AV requirements. *Note, per Section VII the majority of workshops will take place virtually.*
 - j. Please answer yes/no: May AAAS record your presentation and make it available to fellows behind a password-protected website for a period of time?
 - k. Budget (see Section IX). Cost estimate with approximate hours for specific components and deliverables for a virtual event, and for an in-person event if desired. Fee should be inclusive of staff, travel (if applicable), and materials. Please provide a separate budget for any third party books, workbooks, assessments, or software that may be needed.

Note: Submitted proposals that do not follow the above criteria may be excluded from consideration.

XI. Proposal Evaluation Criteria

Submissions will be evaluated based on the following factors:

<p>Strength of proposal submission to be determined by the following:</p> <ol style="list-style-type: none"> 1. Relevancy of the proposed topic and outcomes to the training needs of scientists and engineers embedded in the federal policy process. 2. Mapping to the overarching STPF learning goals and objectives. 3. Creative workshop title/topic and description. 4. Clearly defined workshop learning objectives.
<p>Level of interactivity of the workshop and tailoring of content toward scientists and engineers determined by the draft agenda and proposed ancillary materials.</p> <ol style="list-style-type: none"> 1. Differentiated instructional methods. 2. Inclusion of relevant examples. 3. Consideration for diverse populations (e.g., early, mid, late career fellows; 1st and 2nd year fellows).
<p>Value for cost.</p>
<p>Experience in designing and delivering interactive and experiential trainings and professional development programs for scientists and engineers at the doctoral level.</p>
<p>References, preferably from diverse sources, that can attest to delivery of content to scientists and engineers at the doctoral level.</p>
<p>Proposal submitted in the correct format, all parts included, and tailored appropriately for STPF fellows.</p>
<p>Business Certifications (small businesses, minority, women or veteran-owned businesses) (see Section 13 in Appendix C. Sample Vendor Contract).</p>

XII. Timeline for Proposal Submission

Submission Deadline: **Tuesday, June 1, 2021, 5:00 p.m. ET**

Review Notifications Begin: August 2021

Program Delivery: October 2021 to July 2022, by mutual agreement

Fees and agreement terms will be confirmed once a proposal is selected for development and a scope of work is defined.

XIII. Submission

Submit responses via email to:

Alexa Pinto
Program Associate for Professional Development
AAAS Science & Technology Policy Fellowships
Email: apinto@aaas.org

Please use the subject line **“STPF RFP Submission – [Vendor Name]”** when submitting your response. Two files should be attached to your email: one file outlining your proposal(s) and one file with addendum document(s).

AAAS encourages proposals from women-owned, minority-owned, veteran-owned, and small businesses. Full details about the AAAS Science & Technology Policy Fellowships are available at www.aaas.org/stpf.

XIV. Questions

For questions, contact Alexa Pinto, Program Associate for Professional Development, at apinto@aaas.org.

Appendix A. Science & Technology Policy Fellowships Learning Goals and Objectives

	Learning Goals	Proposed Workshop Elements
1	Integrate science and technology expertise with inclusive communication and leadership skills to impact policy in the federal government.	
2	Build and maintain a network of diverse stakeholders who are committed to utilizing science to inform policy.	
3	Develop science and technology policy knowledge and skills to operate effectively in the federal government.	
4	Empower fellows as agents of change for advancing science and serving society for all.	
	Learning Objectives - <u>Policy and the Federal Government</u>	
A1	Examine the complexities between and within the legislative, executive, and/or judicial branches of government on policy formation.	
A2	Analyze the relationship between science and policy in the federal government and the role of diverse stakeholders.	
A3	Evaluate the impact of contemporary societal issues on science and policy.	
A4	Contribute to pathways that encourage the value of scientific thinking in federal agencies.	
A5	Contribute to pathways that advance equity and justice in the science/policy nexus and the federal government.	
	Learning Objectives - <u>Communication</u>	
B1	Demonstrate knowledge of communication processes to facilitate collaboration with diverse stakeholders.	
B2	Defend the importance of effective science communication on outreach and the potential impacts on policy formation.	
B3	Formulate effective oral and written strategies to communicate science to diverse audiences including the public, media, and policy makers. These strategies will: <ul style="list-style-type: none"> • Consider multi-culturally relevant communication spaces to meet intended audiences. • Create environments of empathy and mutual respect. • Employ storytelling, visual aids, nonverbal cues, and persuasive strategy to convey evidence-based information. • Value and promote perspective-sharing. • Employ active listening techniques. 	

Learning Objectives - Leadership		
C1	Demonstrate an understanding of culturally competent models of leadership and the potential impacts on individuals and organizations.	
C2	Develop inclusive leadership skills to promote desired outcomes.	
C3	Integrate social and emotional intelligence with applied leadership models.	
C4	Lead with a perspective that inclusion is a foundational lens to create policy and evaluate its efficacy.	
C5	Capitalize on opportunities to serve as science policy leaders in various sectors including academia, government, non-profit, industry/private sector.	
Learning Objectives - Networking and Career Strategies		
D1	Develop skills to form networks and achieve career goals.	
D2	Understand the value of building relationships through diverse networks to increase the quality and dissemination of one's work, and to mitigate one's own implicit biases.	
D3	Apply appropriate networking techniques to form lasting connections with individuals and organizations within the science policy matrix.	

Appendix B. Sample Professional Development Workshop Topics

Listed below are examples of possible professional development topics. Please note some workshops may span multiple learning areas.

Policy and the Federal Government	Communication	Leadership	Networking/Career Strategies
<ul style="list-style-type: none"> • Emerging Policy Issues • Principles of Equity and Justice • A Guide to the Hatch Act • Evidence-based Decision-making • Principles of Diplomacy • Historical Analysis of Policy Issues • Impact Assessment • Evidence versus Politics • Principles of Democracy • A Look at the US Citizenry • Science and the Branches of Government • The Science of Popular Opinion 	<ul style="list-style-type: none"> • Reflecting Diverse Perspectives in Expert Advice • Active Listening Techniques and Practices • Communicating Scientific Integrity • Developing a Briefing Paper • Effective Presentations • Data Visualization • The Science of Social Media; When and How you Use It • Science Communication Fundamentals • Communicating with Non-Scientists • Working with the Media 	<ul style="list-style-type: none"> • Negotiating for Success • Emotional Intelligence • Cultural Competence • Creating Inclusive Spaces • Influencing Others and Persuasive Strategy • Strategies to Mitigate Implicit Bias • Participatory Practices and Structures • Effective Collaborations and Partnerships • Leadership Transitions • Project Management • Conflict Resolution • Engaging the Citizenry • Ethics • Innovation 	<ul style="list-style-type: none"> • The Value of Diverse Networks • Informational Interviewing • Navigating USAJobs • Utilizing Social Media as a Networking Tool • Conquering the Federal Job Market • Personal Branding • Public Speaking

We welcome other topics in the four learning areas that support the program learning goals and objectives.

We actively seek workshop topics directed specifically toward the professional development of mid- to senior- career scientists and engineers.

Appendix C. Sample Vendor Contract



Between
AAAS
And
FULL NAME

Point of Contact Information

AAAS: XXXXXXXX
1200 New York Ave., NW
Washington, DC 20005
Email Address: XXXXX@aaas.org
Phone Number: 202.326.XXXX

ABBREVIATION: XXXXXX
XXXXX
Email Address: XXXXX
Phone Number: XXXXX

This [Master Services Agreement/Vendor Agreement](#) (the "Agreement") is entered into between the American Association for the Advancement of Science, a non-profit Massachusetts Corporation conducting business at 1200 New York Avenue, NW, Washington, DC (hereinafter referred to as AAAS) and **FULL NAME**, a [<Location of Company> corporation <update as necessary>](#) (hereinafter referred to as ("**ABBREVIATION**" or "Vendor"). This [Agreement](#) is made effective of the date indicated on the signature page (the "Effective Date") and governs the purchase by AAAS from **ABBREVIATION** of the services/deliverables identified in future Statements of Work.

AAAS is the recipient of multiple grants for support of a project entitled AAAS Science & Technology Policy Fellowships. **ABBREVIATION** agrees to participate in and provide services in support of the project as set forth in this [Agreement](#), and understands that this [Agreement](#) is contingent upon grant funding, as further described herein.

This Agreement is partially funded under a National Science Foundation (NSF) grant (#52-4816) and is subject to NSF Grant General Conditions (GC-1) (see www.nsf.gov), which are incorporated herein by reference.

1. OVERVIEW; STATEMENT OF WORK

This Agreement states the terms and conditions by which **ABBREVIATION** will deliver and AAAS will receive any or all of the services (individually a "Service" and collectively, "Services") provided by **ABBREVIATION**, as provided in a Statement of Work, Services Agreement or other agreement (each referred to herein as a "Statement of Work" or "SOW"), either contemporaneous with this Agreement, or subsequently, which shall be executed by AAAS and **ABBREVIATION**, and which incorporates by reference all of the terms and conditions of this Agreement.

Each SOW shall contain, at a minimum, the following terms:

- Description of services
- Fees
- Reporting requirements
- Key Personnel
- Deliverables
- Timeline

Deliverables described in each SOW are to be delivered to the AAAS Point of Contact identified in this [Agreement](#).

2. FEES AND PAYMENT TERMS

- a. **Fees and Expenses:** The total anticipated cost of the work to be performed under this Contract is (*if applicable: <not to exceed>) [**INSERT DOLLAR AMOUNT**], based on the pricing information submitted by **ABBREVIATION** to AAAS. This is a fixed price contract.

AAAS shall not be obligated to pay any cost or expenditure in excess of the stated amount of this Contract. Increases in funding will be made only upon written modification to this Contract in accordance with Section 5 of this Contract.

b. Payment

- i. Payment shall be made to **ABBREVIATION** only for work satisfactorily accomplished in accordance with the SOWs, including timely submission of required reports and other deliverables. Payments are subject to approval of work completed and acceptance of deliverables, with such approval not to be unreasonably withheld.
- ii. **ABBREVIATION** must provide a form W-9 to validate its tax identification number before payment will be made.
- iii. **ABBREVIATION** shall submit invoices detailed in accordance with any requirements provided herein. In order to provide better customer service, STPF has implemented a new process for invoice submission. Effective March 1, 2021, all invoices must be

submitted by sending the invoice directly to stpf-ap@aaas.org for processing and payment. Invoices not submitted via this email address may experience a delay in payment. Please ensure that your invoice contains an invoice number, services rendered, payment due date, total amount and contact information. With this change, mailing invoices to STPF and submitting invoices to your STPF POC will no longer be required. Any clause or provision herein to the contrary notwithstanding, payment terms hereunder shall be net thirty (30) days.

- iv. AAAS shall have ten business days from the receipt of an invoice to dispute the charges therein. AAAS shall promptly notify [ABBREVIATION](#) of the reason for the dispute and the parties shall work to resolve the issue amicably. Should the parties not reach an agreement on fees, the Agreement may be terminated under the provision of Section 3.
- v. The final invoice, clearly marked **Final**, shall be submitted no later than thirty (30) days after the end of the period of performance as indicated in Section 3 hereunder. In no event shall the final billing exceed the Statement of Work amount.

3. TERM AND TERMINATION

- a. **Term:** This Contract is effective on [XXXX](#) and shall terminate [XXXX](#) unless terminated [<or This Contract is effective on the date all signatures on this agreement have been collected and shall terminate on XXXX>](#) under the provisions of Section 3, or extended or renewed upon written mutual agreement of the parties.
- b. **Termination for Convenience:** Notwithstanding the foregoing, AAAS may cancel this [Agreement](#) and any underlying SOW(s) (collectively, the “Agreement” as used in this Section) without cause upon 30 days written notice. Should the Agreement be cancelled by AAAS without cause, AAAS will honor reasonable expenses incurred up through the date of notification of cancellation for work satisfactorily done, and [ABBREVIATION](#) agrees to turn over to AAAS all work done up through the date of termination, including research work papers, data collected, survey ballots, software code, software documentation, and the like.
- c. **Termination for Cause:** In addition to any other rights it may have under this Agreement or applicable law, this [Agreement](#) may be terminated in whole or in part by either party (the “non-breaching party”) upon written notice to the other party if any of the following events occur by or with respect to such other party (the “breaching party”): (i) the breaching party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching party regarding the cure thereof; or (ii) any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party’s creditors. Upon termination, Vendor shall be entitled to recover payment for all accepted deliverables or services accepted through the date of termination, and in the event of termination of this Agreement, in whole or in part, by Vendor pursuant to this Section, Vendor will also be entitled to recover those reasonable costs incurred for deliverables not accepted or work in progress.
- d. **Survival of Terms:** The provisions of this Agreement which by their terms extend beyond the termination of this Agreement will survive termination or expiration of this Agreement.

4. NOTICES

Notices required under this [Agreement](#) shall be provided to:

If to AAAS:
AAAS
ATTN: Legal Department
1200 New York Avenue, NW
Washington, DC 20005

With copy to:
AAAS
Attn: Cody Bridges
1200 New York Avenue, NW
Washington, DC 20005

If to **ABBREVIATION**:
XXXX (address)
XXXX (email)
XXXX (phone)
Primary Contact: XXXX

5. MODIFICATIONS

- a) This **Agreement** may be amended, modified, superseded, canceled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party granting such waiver.
- b) **Price changes:** **ABBREVIATION** shall bear sole responsibility for all costs (in total) in excess of the budgeted amount agreed upon in the relevant SOW, unless such cost overruns are (i) agreed to in advance in writing by AAAS, or (ii) caused by written requests or demands made by AAAS that are not contained herein. The approvals or requests may be given or made on behalf of AAAS only by the CFO, or the CFO's successor or designate. All requests or demands made by AAAS which materially affect the substance of this **Agreement** must be made in writing. **ABBREVIATION** is responsible for notifying AAAS if a request or demand made by AAAS would result in a change to previously approved cost for any SOW. This notification must be provided prior to beginning the work associated with the new AAAS request or demand.
- c) **Term Extensions:** **ABBREVIATION** shall bear sole responsibility for meeting the deadlines as provided under the Statements of Work, unless changes are agreed to by AAAS in writing. Any change to the termination date as provided in Section 3 must be approved in writing by the AAAS CFO or designate.

6. KEY PERSONNEL

- a. Any individual used by the Vendor that is essential for carrying out the tasks designated in a SOW is defined as *Key Personnel*. These individuals must be identified in the SOW. Substitutions for or reductions to the level of effort for key personnel may not be made without the prior written approval of AAAS.
- b. AAAS reserves the right to request the removal of any resource at any time and for any reason, which right shall not be unreasonably exercised.

7. AUDIT

ABBREVIATION shall keep true and accurate books and records regarding all financial and contractual transactions relating directly or indirectly to the Program. **ABBREVIATION** shall permit the AAAS's authorized representatives to have access to such books and records during customary business hours for the purpose of making audits, examination, excerpts, and transcriptions. **ABBREVIATION** shall maintain records for not less than three (3) years after final payment under this Agreement. Any person making audits examinations, excerpts and transcriptions hereunder shall have the right to make copies thereof for release to the associated funding agency or its representatives only.

ABBREVIATION agrees to comply with the requirements of the federal Uniform Guidance regarding audits and will promptly provide AAAS with copies of the certified audited Uniform Guidance report, as soon as they are available, and will notify AAAS promptly of any material findings that relate specifically to this Agreement, with a written corrective plan.

8. PROPRIETARY RIGHTS

With regard to materials, inventions, and ideas written, suggested or submitted by **ABBREVIATION** pursuant to this Contract, **ABBREVIATION** hereby grants to AAAS non-exclusive, transferable, irrevocable, royalty free license to exercise or have exercised on its behalf all of the rights provided by copyright throughout the world.

AAAS agrees to obtain ABBREVIATION's written permission before using ABBREVIATION's name in connection with this project. ABBREVIATION agrees to obtain AAAS's written permission before using AAAS's name in connection with this project.

AAAS hereby grants to ABBREVIATION a limited, revocable, non-exclusive, non-transferable, royalty-free right and license only during the Term of this Agreement and only as directed by AAAS to use AAAS property, information, software, programming code (source and object), application programs interfaces (APIs), branding, designs, ideas, concepts, documentation, content, or materials provided or made available by AAAS and/or its suppliers (collectively, the "AAAS Materials"). The right to "Use" shall be as expressly directed by AAAS and may include the right to reproduce, modify, and create derivative works of the AAAS Materials, but in all cases only as necessary with respect to and in furtherance of the Services described herein. Nothing in this Agreement shall convey to ABBREVIATION any further rights, title, or interest in and to any AAAS Materials or any other AAAS interests, licenses, or rights, and nothing herein shall be construed as granting to ABBREVIATION any exclusive rights or in limiting in any manner any of AAAS's rights or activities. ABBREVIATION agrees that all AAAS Materials shall remain at all times the property of AAAS and/or its suppliers and AAAS hereby reserves all other rights not expressly granted in writing. Any use by ABBREVIATION of AAAS's trademarks, trade names, service marks, domain names, or logos shall only be with AAAS's prior written permission and only be in accordance with AAAS's then current trademark usage practices and any quality control measures, which AAAS may communicate to ABBREVIATION from time to time. The use of AAAS's trademarks by ABBREVIATION and all goodwill attendant thereto shall inure exclusively to the benefit of AAAS.

The parties acknowledge that ABBREVIATION, in performing the Services under this Agreement for AAAS, may use software tools or other pre-existing technology or platform system that were created or licensed by ABBREVIATION prior to the date of this Agreement (collectively "ABBREVIATION Technology Platform"). The parties agree that the ABBREVIATION Technology Platform shall be and remain at all times the property of ABBREVIATION and/or its third-party licensors or suppliers. When not included in Work Product and when only made available to provide the Services, ABBREVIATION hereby grants to AAAS a non-exclusive, non-transferable right and license to install and use such ABBREVIATION Technology Platform during the Term of this Agreement solely in connection with the receipt and utilization of the Service and solely for AAAS's internal business purposes.

Unless otherwise agreed to by the parties, ABBREVIATION shall be solely responsible and liable for obtaining any and all necessary rights to any Third-Party Materials utilized to enable ABBREVIATION to perform its obligations and provide the Services under this Agreement. For any license required to be in AAAS's name, ABBREVIATION shall assist AAAS with obtaining a license to use any Third-Party Materials. The term "Third-Party Materials" shall mean data, software, or equipment provided by a third party (other than ABBREVIATION). ABBREVIATION shall set forth in the applicable SOW any Third-Party Materials for which AAAS will be required to execute a separate license agreement with a third party.

9. PROTECTION OF CONFIDENTIAL / PROPRIETARY INFORMATION

ABBREVIATION agrees that it will not, at any time during the Term or for no less than five (5) years thereafter, copy or reproduce, publish, sell, use, make any commercial use of, exploit, disclose or divulge any Proprietary Information of AAAS, directly or indirectly, to any other person or entity except: (i) at the written direction of AAAS and only in furtherance of the Services to be performed for the benefit of AAAS; (ii) to the extent necessary to comply with law or the valid order of a court or governmental agency of competent jurisdiction, in which event ABBREVIATION will promptly notify AAAS (where permissible under law) and will seek or assist AAAS with seeking confidential treatment of such information; and (iii) to ABBREVIATION's accountants, financial advisors, and/or attorneys as part of its normal reporting or review procedures or to enforce its rights pursuant to this Agreement. Only employees or contractors of ABBREVIATION who have been assigned to perform the Services for AAAS may access and view the Proprietary Information. ABBREVIATION further agrees that such Proprietary Information will at all times remain the property of AAAS (or its licensors or suppliers) and agrees to take all necessary and appropriate procedures, using no less than commercially reasonable efforts, to maintain the confidentiality of the Proprietary Information. In the event of dissemination, disclosure, or use of the Proprietary Information which is not permitted by this Agreement, ABBREVIATION shall notify AAAS immediately in writing and will use reasonable efforts to assist AAAS in minimizing the damage from such disclosure. In the event that ABBREVIATION's engagement with AAAS terminates or expires for any reason or upon the prior request of AAAS, ABBREVIATION will return to AAAS all Proprietary

Information of AAAS in its possession or under its direct or indirect control. These obligations of confidentiality will survive the termination of this Agreement for three years (or longer for any trade secrets).

Unless otherwise agreed, **ABBREVIATION** shall be responsible and liable for receiving, storing, and restoring on behalf of AAAS all AAAS Proprietary Information under its possession or control as result or in furtherance of the Services to be performed under this Agreement. At any time during the term, AAAS may request the deletion or destruction of certain AAAS Proprietary Information.

The term "Proprietary Information" shall mean any and all knowledge, information, or data of AAAS, whether written or oral and whether written or on electronic media, however produced or reproduced, that is marked as "Confidential" and/or "Proprietary" or which is reasonably understood, without such marking, to be a valuable, special, or unique asset of AAAS or which is reasonably understood, without such marking, to be information that if disclosed is or could be damaging or harmful to AAAS or its members, business, operations, or interests, including, without limitation, the Personal Data (as defined below), the terms of any agreement between AAAS and **ABBREVIATION**, including this Agreement, any reports, prototypes, methods, techniques, processes, procedures, codes, software, research, know-how, drawings, charts, plans, budgets, business opportunities, pricing, salary information, contractual arrangements and negotiations, and any other proprietary or sensitive information used or developed by AAAS at any time prior to or during the period of **ABBREVIATION**'s engagement by AAAS and disclosed to or learned by **ABBREVIATION** during such period. Proprietary Information does not include information which (i) if not Personal Data provided by or generated or collected for AAAS, is or becomes available to the public through no wrongful act of **ABBREVIATION**; (ii) is independently received by **ABBREVIATION** from a third party with no restrictions on disclosure or (iii) is in **ABBREVIATION**'s possession with the full right to disclose prior to its receipt from AAAS.

10. PROTECTION OF PERSONAL DATA

Notwithstanding and in addition to the confidentiality obligations herein, **ABBREVIATION** also agrees that it will maintain appropriate technical and organizational measures to comply with industry best practices and all applicable laws, rules, and regulations with respect to its use, handling, security, storage, and disclosure (as permitted by AAAS) of any Personal Data (as such term is defined below), provided, made available by, or stored on behalf of AAAS or which may be collected or generated by **ABBREVIATION** on behalf of AAAS in connection with performing the Services. In addition, **ABBREVIATION** shall provide its Services in accordance with generally recognized information security practices, guidelines, or requirements to the extent applicable.

ABBREVIATION shall immediately (and in any event, within 24 hours after **ABBREVIATION** becomes aware that any Personal Data that has been disclosed or revealed to, or accessed by, any unauthorized person, whether inadvertently or intentionally) provide AAAS with notice of any security breach and immediately and at its own expense investigate and take all steps to identify, prevent, and mitigate the effects of such security breach.

ABBREVIATION shall promptly provide to AAAS a detailed description of the incident, the Personal Data accessed, the identity (if known) of any affected individual(s), and such other information as AAAS may reasonably request concerning the security breach and conduct any recovery necessary to remediate the impact.

ABBREVIATION acknowledges that **ABBREVIATION** shall bear any cost AAAS may incur as a result of such security breach to the extent such data was under **ABBREVIATION**'s control or in **ABBREVIATION**'s possession, including the cost of any notification of any affected individuals required of or undertaken by AAAS.

ABBREVIATION shall have a general obligation under this Agreement to process, handle, and store any Personal Data only in accordance with AAAS's instructions, applicable laws and regulations, and only to the extent necessary to carry out the purposes of this Agreement and provide the Services for AAAS's benefit. The term "Personal Data" shall mean collectively all data that (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Data shall include any non-public personal information regarding any individual that is

subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information.

Unless otherwise agreed, **ABBREVIATION** shall be responsible and liable for receiving, storing, and restoring on behalf of AAAS all AAAS Personal Data under its possession or control as result or in furtherance of the Services to be performed under this Agreement. **ABBREVIATION** shall provide (or procure) sufficient equipment, software, and media to handle, store, archive, and restore all AAAS Personal Data maintained on behalf of AAAS. All AAAS Personal Data shall also be stored, transmitted, and delivered by **ABBREVIATION** in an encrypted manner (with a key for AAAS). **ABBREVIATION** shall have no right under the Agreement to delete any AAAS Personal Data without AAAS's prior written consent. But, at any time during the term, AAAS may request the deletion of or have the capability to delete certain AAAS Personal Data.

11. WARRANTIES AND INDEMNITIES

ABBREVIATION represents and warrants:

- a. **General:** That **ABBREVIATION**'s resources assigned to perform the Services have the unique training, experience, and skills necessary to perform the Services and provide the work product and related deliverables set forth in the Statement(s) of Work, and agree to perform the Services in a professional, competent, and timely manner in accordance with all applicable laws. That **ABBREVIATION** is free to enter into this Agreement and to assume the obligations herein, and is not subject to any conflicting obligations which will or might interfere with the execution and performance of this Agreement; that has the right to grant AAAS the rights which are herein granted; that there are and will be no contingent obligations of any kind including but not limited to commissions, fees, compensation or credit not specified herein; that **ABBREVIATION** will comply with all the terms and provisions hereto; that **ABBREVIATION** has not made, and will not make, any assignment which will or might conflict with or impair the complete enjoyment of AAAS's rights hereunder.
- b. **Allowable Costs:** **ABBREVIATION** warrants that all costs incurred hereunder and billed to AAAS shall be in accordance with the terms of this Agreement, including the budget, and the cost principles applicable to the **ABBREVIATION**'s type of organization, including, but not limited to:

45 CFR Subpart 31.2	For-Profit (commercial) Organizations
OMB 2 CFR 200	Uniform Administrative Requirements, Cost Principles,
and	Audit Requirements for Federal Awards
- c. **Rights:** That all materials of **ABBREVIATION** hereunder will be wholly original with **ABBREVIATION**, or **ABBREVIATION** has rights as necessary to use such materials under this Agreement, or that such materials are in the public domain throughout the world, and will not infringe upon or violate any copyright of, or the right of privacy of, any person or entity, or constitute a libel or slander of any person or entity, and will not infringe upon or violate any other right of any person or entity.
- d. **Independent Contractor:** That insofar as AAAS and **ABBREVIATION** are concerned, **ABBREVIATION** will render Services hereunder as an independent contractor. All persons employed by **ABBREVIATION** who render Services hereunder shall be, and shall remain, employees of **ABBREVIATION**, and **ABBREVIATION** will be solely and fully responsible for all customary employer obligations (including payroll, tax withholdings, worker's compensation insurance, and the like) for its employees. **ABBREVIATION** hereby agrees to defend, indemnify and hold harmless AAAS and its affiliates, employees, representatives, directors, officials, agents and attorneys from and against any and all claims, losses, liabilities, assessments, penalties, costs and expenses (including attorneys' fees) related to or arising from any failure to make any withholdings from compensation payable to **ABBREVIATION** hereunder.
- e. **Indemnification:** To the extent allowed by applicable law, each party hereby agrees to defend, indemnify and hold harmless the other party, and such indemnified party's affiliates, employees, representatives, directors, officials, agents and attorneys from and against any and all claims, losses, liabilities, assessments, penalties, costs and expenses (including attorneys' fees) related

to or arising from acts, omissions, or breach of this [Agreement](#) by the indemnifying party, its subcontractors, employees, or agent. In no event shall the indemnifying party, or its respective principals, members or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

- f. **Insurance:** [ABBREVIATION](#) warrants it has in place at the time of execution and will maintain throughout the term of this [Agreement](#):
- i. Workers compensation insurance in compliance with all applicable laws.
 - ii. General liability insurance of not less than \$2,000,000 written by an insurance company licensed to do business in the District of Columbia.
 - iii. Without limiting [ABBREVIATION](#)'s indemnification of AAAS, [ABBREVIATION](#) also agrees to indemnify, defend, and hold AAAS and the officers, and employees of AAAS harmless from and against any and all claims by any employees of [ABBREVIATION](#) of the nature of Comprehensive/Commercial General Liability.
 - iv. Vendor agrees that it will provide evidence of coverage upon request by AAAS.

12. CONFLICT OF INTEREST

- a. [ABBREVIATION](#) warrants that, to the best of [ABBREVIATION](#)'s knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational conflict of interest as defined as activities or relationships with any third party (whether a person or organization) which would cause [ABBREVIATION](#) to be unable or potentially unable to render impartial assistance or advice to AAAS, or [ABBREVIATION](#)'s objectivity in performing the work might be impaired, or resulting in an unfair competitive advantage, or that [ABBREVIATION](#) has disclosed all such relevant information to AAAS.
- b. [ABBREVIATION](#) warrants that it has a conflict of interest policy in place for its employees and contractors, and that should any conflict arise under those policies which impact this Agreement, AAAS will be promptly notified.
- c. [ABBREVIATION](#) further agrees that if an actual or potential organization conflict of interest is discovered after this Agreement is executed [ABBREVIATION](#) will make a full disclosure in writing to AAAS. This disclosure shall include a description of actions which [ABBREVIATION](#) has taken or proposes to take, after consultation with AAAS, to avoid, mitigate or neutralize the actual or potential conflict.
- d. AAAS may terminate this Agreement for convenience, in whole or in part if, in AAAS's sole discretion, it deems such termination necessary to avoid an organizational conflict of interest. If [ABBREVIATION](#) was aware of a potential organizational conflict of interest prior to the execution of this Agreement or discovered an actual or potential conflict after execution of this Agreement and did not disclose or misrepresented relevant information to AAAS, AAAS may terminate this Agreement for default, and may pursue such other remedies as may be permitted under this Agreement or by law.

13. CERTIFICATIONS

By signing this [Agreement](#), [ABBREVIATION](#) certifies that to the extent applicable to [ABBREVIATION](#)'s organization:

- a. By signing this Contract, [ABBREVIATION](#) certifies that to the extent applicable to [ABBREVIATION](#), [ABBREVIATION](#) is in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR - Part 60), the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this

reference. ABBREVIATION also agrees to comply with the provisions of Executive Order 13496 (29 CFR Part 471), relating to the notice of employee rights under federal labor laws.

- b. ABBREVIATION shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the ABBREVIATION premises in performing its obligations under this Agreement.
- c. ABBREVIATION (referred to as “contractor” in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor (“DOL”), Office of Federal Contract Compliance Programs (“OFCCP”). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- d. ABBREVIATION also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.
- e. Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019

Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115-232), prohibits the use of loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain the equipment, services, or systems prohibited systems as identified in section 889 of the NDAA for FY 2019.

In accordance with the newly revised 2 CFR § 200.216 and § 200.471, a recipient and subrecipient are prohibited from entering into contracts (or extending or renewing contracts) with entities that use covered telecommunications equipment or services. This prohibition shall apply even if the contract is not intended to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services.

For the purposes of this article,

- 1) COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES means any of the following:
 - Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2) COVERED FOREIGN COUNTRY means the People's Republic of China.

To the extent applicable, ABBREVIATION shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

- f. **Debt and Debarment:** ABBREVIATION certifies that it is not delinquent on any Federal Debt. ABBREVIATION certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency.
- g. **Drug-Free Workplace:** ABBREVIATION is in compliance with the Drug-Free Workplace Act of 1988 (see summary included as Attachment <X>).
- h. **Lobbying:**
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of ABBREVIATION, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant under which this Agreement is made, ABBREVIATION shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

14. NO ASSIGNMENT

ABBREVIATION may not assign this Agreement, in whole or in part, without the advance written consent of AAAS.

15. ENTIRE UNDERSTANDING

This Agreement expresses the entire understanding of the parties hereto and replaces all former Agreements, understanding or representations relating in any way to the subject matter hereof, and contains all of the terms, conditions, understandings and promises of the parties hereto in the premises. No officer, employee or representative of AAAS has any authority to make any representation or promise not contained in this Agreement, and ABBREVIATION acknowledges that ABBREVIATION has not executed this Agreement in reliance upon any promise or representation not expressly set forth in this Agreement.

16. ENFORCEMENT / WAIVER

The failure of either party at any time or times to require the performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other terms or covenants contained in this Agreement.

17. INTERPRETATION

If any provision of this Agreement is judicially determined to be invalid or unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable and shall be enforced to the maximum permissible extent.

18. RESOLUTION OF DISPUTES / JURISDICTION / GOVERNANCE

- a. The parties agree that any dispute or controversy arising out of or relating to this Agreement or the performance or breach thereof which cannot be resolved at the working level shall be submitted for resolution to the AAAS Chief Executive Officer or designate. In the event a satisfactory resolution is not reached at that level, the parties may pursue other legal remedies.
- b. The parties hereby agree that such legal action shall be adjudicated before a court located in the District of Columbia and both parties hereby submit to the exclusive jurisdiction of the courts of the District of Columbia and of the federal courts in the District of Columbia with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection each party now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement.
- c. This Agreement and any underlying SOWs shall be interpreted and governed in accordance with the laws of the District of Columbia, without regard to its rules governing the conflict of laws.

19. REMEDIES

Breach of any provision of this [Agreement](#) will cause AAAS irreparable injury and damage that cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, without limiting any right or remedy that AAAS may have in the premises, [ABBREVIATION](#) specifically agrees that AAAS shall be entitled to injunctive relief to enforce and protect its right under this [Agreement](#).

[ABBREVIATION](#) agrees that its sole remedy in the event of any default by AAAS shall be an action against AAAS for compensation or for damages. [ABBREVIATION](#) agrees that it shall have no right to enjoin the production, distribution, advertising or any exhibition or other production hereunder or to terminate or rescind any rights in [ABBREVIATION](#)'s work granted to AAAS hereunder.

20. CONTRACT ADMINISTRATION

The Office of Finance and Administration, AAAS, 1200 New York Ave, NW, Washington, DC 20005 has full and complete contract administration authority and responsibilities. All substantive matters should be directed to the AAAS Contact Point identified in this [Agreement](#). The AAAS Contact Point is not authorized to amend or alter this [Agreement](#).

21. MISCELLANEOUS

The section headings in this [Agreement](#) are for convenience and reference only, and they shall in no way define, limit or describe the scope thereof and will not be considered in the interpretation or construction hereof. Any term or condition of this [Agreement](#) which by its nature is intended to survive the expiration or earlier termination hereof shall survive such expiration or termination and continue, thereafter, in full force and effect.

Please indicate your acceptance of and agreement with the foregoing by signing in the space provided below and initialing each page of this [Agreement](#).

ON BEHALF OF [ABBREVIATION](#):

ON BEHALF OF THE AMERICAN ASSOCIATION FOR
THE ADVANCEMENT OF SCIENCE:

Signature _____ Date _____
Name: [XXXX](#)
Title: [XXXX](#)

Signature _____ Date _____
Name: Tanisha Black
Title: Chief Financial Officer

Signature _____ Date _____
Name: Julia MacKenzie
Title: Chief Program Officer

Signature _____ Date _____
Name: Beth Rosner
Title: Interim Director, S&T Policy Fellowships

Attachment A: Statement of Work
Attachment B: Drug Free Workplace