

Attachment B:

Program Acknowledgement Document – DEVELOP Program

The DEVELOP National Program is designed to provide selected students with an opportunity to perform meaningful research under the guidance of mentors who are accomplished professional research staff.

To facilitate your experience, we address certain aspects of the operation of the DEVELOP Program so that you will know what to expect:

1. You are not an employee of Wise County Clerk of Courts Office, NASA, nor of any agency for which the research is performed, but function as an independent researcher. You will be given specific project deliverables and are expected to complete them in the specified Period of Performance.
2. You will receive payment based upon progress in completing your research as specified in the accompanying letter.
3. Shortly after the end of the calendar year you will receive a Form 1099 from Wise County Clerk of Courts Office for the amount paid to you during the year. It is your responsibility to pay any and all federal, state, and local taxes associated with such earnings.
4. As an independent contractor, you are expected to follow rules that generally apply at the workplace to which you accept appointment. Please Note that NASA and other federal agencies follow Executive Order 12564 and federal employment rules. If you are assigned to a facility other than a NASA facility, similar workplace abuse and harassment, and sexual harassment policies apply. You will be expected to behave accordingly, and refrain from any lewd or illegal conduct. Failure to abide by accepted workplace conduct may result in your termination from the DEVELOP Program.

Use of Government Furnished Equipment

In the performance of your work you may be provided Government computers, network connections, and other elements of facility (telephone, etc.) This equipment is for official business only. Serious penalties may result from misuse. In particular, following accepted IT Security practices at your work location is essential.

Work Place Abuse and Harassment

(NASA's Plan for a Drug-Free Workplace)

Executive Order (E.O.) 12564, Drug-Free Federal Workplace, signed by President Reagan on September 15, 1986, established the goal of a drug-free workplace and required Federal employees to refrain from using illegal drugs on or off duty. Drugs impair one's ability to perform tasks that are critical to the Agency's mission and result in the potential for accidents on duty and failures that can threaten the DEVELOP Program's success.

You may be working at a federal government (or other) facility and potentially working in the field with government employees and other DEVELOP interns.

As a DEVELOP intern you are expected to abide by the above provision and neither use nor tolerate the use of illegal drugs in your office environment and/or in your field work environment. By accepting your appointment with DEVELOP, you are acknowledging receipt of the above Drug Free Work Environment statement and that you agree to abide by the terms therein.

Sexual Harassment

NASA and other federal agencies have a zero tolerance policy towards sexual harassment. As such, your appointment may be revoked immediately for such behavior. If you are unsure or unclear about what constitutes sexual harassment, or if you experience such behavior, please contact DEVELOP Program management so that proper action may be taken.

5. Wise County Clerk of Courts Office does not control the facilities at which your research may be conducted. Any issue that arises on the assigned facility should be brought to the attention of the appropriate individual at such location. Nonetheless, should you experience any difficulty while participating in the DEVELOP Program, you should communicate with Karen Allsbrook, who will attempt to assist you in addressing or resolving any such matter.

Please acknowledge your receipt of this statement and return the signed copy with your acceptance letter.

Consultant Signature

Date

Attachment C:

Protection of Information – DEVELOP Program

The DEVELOP National Program is designed to provide selected students with an opportunity to perform meaningful research under the guidance of mentors who are accomplished professional research staff. While your work will most likely expose you only to information that is in the public domain and is not restricted in its communication, there may be situations where you could be exposed to restricted data. This document provides the guidelines for understanding the nature of restricted data, and the executed agreement that you will follow procedures for protecting proprietary, sensitive, classified, or export controlled data. Your execution of this document signifies your acceptance of the terms and conditions required in the protection of restricted data. **I understand that disclosure of such information to anyone other than an individual on a need to know basis or use of such information could result in personal liability for such unauthorized use or disclosure.**

1. Definitions for Restricted Data

Proprietary Information: All Government, Wise County Clerk of Courts Office, or other company financial, personnel, technical, or business information designated as proprietary in accordance with law and regulations, and held in confidence or disclosed under restriction to prevent uncontrolled distribution.

Sensitive Information: As used in this document, “sensitive information” refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged. Information furnished voluntarily by the owner without restrictions on its use, or which is available without restrictions from other sources, is not considered to be sensitive.

Classified Information: Classified information is sensitive information to which access is restricted by law or regulation to particular classes of persons. A formal security clearance is required to handle classified documents or access classified data. There are typically several levels of sensitivity, with differing clearance requirements.

Export Controlled Information: Generally, the export of information (*Export* is simply defined as the transfer of anything to a “Foreign Person” by any means, anywhere, anytime, or the knowledge that what is being transferred to a “U.S. Person” will be further transferred to a “Foreign Person”) pertaining to the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles (e.g., space flight hardware, ground tracking systems, launch vehicles to include sounding rockets and meteorological rockets, radiation hardened hardware and associated hardware and engineering units for these items) are controlled by the State Department under the ITAR. The export of information with respect to ground based sensors, detectors, high-speed computers, and dual use (military/commercial) technology items are controlled by the Commerce Department under the EAR. A complete listing of items covered by the ITAR and the EAR can be accessed at <http://export.gsfc.nasa.gov>.

2. Responsibility

As a selected **DEVELOP student** and Consultant to **Wise County Clerk of Courts Office**, I agree that I shall identify and protect any Proprietary Information outside of the public domain which is disclosed as part of my access to NASA and to any NASA Contractor Restricted Information, and shall maintain such information in trust and confidence and shall not, directly or through others, allow it to be disclosed, copyrighted, or published. I agree to use all reasonable diligence to prevent disclosure of such Proprietary Information to any third party, unless so authorized in writing by NASA and/or Wise County Clerk of Courts Office, and to refrain from using this Restricted Information for any purpose other than its official purpose.

I acknowledge that the provisions of **18 USC Section 1905 (The Trade Secrets Act)** preclude me from publishing, divulging, disclosing or making known in any manner or to any extent not authorized by law any information coming to me in the course of my participation in the **DEVELOP Program**, which information concerns or is related to trade secrets, processes, operations, style of work or apparatus of any person, firm, partnership, corporation, or association.

I further acknowledge that if in the course of my participation in the **DEVELOP Program**, it is necessary for me to evaluate certain confidential information, marked as such and provided by NASA or by a NASA Contractor, that the above referenced provisions of the Trade Secrets Act apply to preclude my disclosure of such information except as directed by an authorized contractual representative of NASA and/or Wise County Clerk of Courts Office. The maximum punishment for violations of the Trade Secrets Act includes fines, imprisonment for up to one year, or both.

I further agree that upon completion of any approved use or evaluation of Restricted Information to which this Restricted Information Agreement applies, I will return the Restricted Information to the entity from whom such Restricted Information was received, or otherwise dispose of it in accordance with instructions provided by that entity or file it for safekeeping and future use in accordance with the purposes for which it has been received.

In all cases, I will notify Wise County Clerk of Courts Office immediately if I believe I have or will receive restricted information. Wise County Clerk of Courts Office, through its Conflict of Interest Avoidance Plan, will determine if special use training or a specific Non-Disclosure Agreement must be put in place to use and protect the information.

Please acknowledge your acceptance and execution of this Agreement and return the signed copy with your acceptance letter.

Consultant Signature

Date: _____