

Exhibit A

MASTER PROGRAM PARTICIPATION TERMS

These MASTER PROGRAM PARTICIPATION TERMS (“**Terms**”) set forth the standard terms governing participation in AUI’s ASTRO ACCEL (as defined below) program (“**Program**”). These Terms become binding between Associated Universities, Inc. (“**AUI**”) and the partner identified on the applicable participation form (“**Partner**” and together with AUI, the “**Parties**” and each a “**Party**” to these Terms) upon execution by Partner and receipt by AUI of a participation form incorporating these Terms by reference (“**Participation Form**”). These Terms will apply to each Partner as of the effective date set forth in the applicable Participation Form (the “**Effective Date**”).

1. Background

AUI is a non-profit research management organization established in 1946, dedicated to planning, building, and operating large national and international scientific facilities, to cultivating scientific and operational excellence, delivering value, enhancing education, and engaging the public. To this end, AUI is involved in, and contributes to, international projects and activities. One such project AUI leads is The Global Network for Accelerating Synergies Through Research on Astronomy Culture, Communication, Education and Learning (“**ASTRO ACCEL**”) supported by the US National Science Foundation (Award # 2301922). ASTRO ACCEL is a global network of networks that brings together researchers and practitioners in the domains of astronomy education (formal and informal), public engagement, communication and culture to connect stakeholders and advance these areas of research and practice. Both Partner and AUI recognize that astronomy education (formal and informal), public engagement, communications, and culture are important areas of research and practice that can support interest in science technology engineering and mathematics more broadly. By promoting and enabling international collaboration, ASTRO ACCEL can accelerate the development and implementation of high-quality research and practice, broaden the impact of research results, and facilitate new collaborations to address evolving needs and challenges.

2. Binding Commitments of the Parties

2.1. Partner Obligations. During the Program Term (as defined below), as part of the Program, Partner shall make reasonable, good faith efforts to:

2.1.1. Promote ASTRO ACCEL to members of and/or those affiliated with Partner, and encourage them to join the ASTRO ACCEL virtual community platform (“**ASTRO ACCEL Commons**”); a virtual space where ASTRO ACCEL members around the world can quickly find and connect to research collaborators and practitioners to evolve innovative ideas into projects, co-create and accelerate collaboration, and join interest groups to address emerging common topics,

2.1.2. Share and encourage members of and/or those affiliated with Partner to use ASTRO ACCEL to:

2.1.2.1. connect to resources, funding opportunities, networks and individuals from around the world with common interests and goals,

2.1.2.2. expand their reach and impact by sharing and acquiring resources, opportunities and services,

2.1.2.3. work internationally to address global challenges and inform policy through collaborative white papers, opinion pieces, synthesis of research findings, and more,

2.1.2.4. identify and connect with mentors and advisors who can support early career researchers and practitioners, in this way strengthening global capacity, diversity, and

leadership in astronomy education and engagement,

2.1.2.5. participate in webinars and workshops designed to enhance members' skills and resources in support of international collaboration, and

2.1.2.6. participate in the annual ASTRO ACCEL Innovation Summit, which brings together researchers, practitioners, and funders to explore and evolve innovative research collaborations and projects.

2.1.3. Promote ASTRO ACCEL to other networks, organizations, and individuals.

2.2. **AUI Obligations.** During the Program Term (as defined below), as part of the Program, AUI shall make reasonable, good faith efforts to:

2.2.1. Maintain the ASTRO ACCEL Commons where members of and those affiliated with Partner may:

2.2.1.1. find and connect to research collaborators and practitioners,

2.2.1.2. connect to resources, funding opportunities, networks and individuals from around the world with common interests and goals,

2.2.1.3. expand their reach and impact by sharing and acquiring resources, opportunities and services,

2.2.1.4. work internationally to address global challenges in outreach, engagement, communications, and culture-related research and practice, and inform policy through collaborative white papers, opinion pieces, synthesis of research findings, and more,

2.2.1.5. identify and connect with mentors and advisors who can support early career researchers and practitioners, in this way strengthening global capacity, diversity, and leadership in astronomy education and engagement,

2.2.1.6. participate in webinars and workshops designed to enhance members' skills and resources in support of international collaboration, and

2.2.1.7. participate in the annual ASTRO ACCEL Innovation Summit.

2.2.2. Facilitate the delivery of webinars and workshops designed to enhance members' skills and resources in support of international collaboration,

2.2.3. Help facilitate the annual ASTRO ACCEL Innovation Summit,

2.2.4. Recognize Partner as an ASTRO ACCEL member organization on the ASTRO ACCEL Commons,

2.2.5. Provide reasonable ASTRO ACCEL Commons access to members of or affiliates of Partner upon reasonable request, and

2.2.6. Promote ASTRO ACCEL and ASTRO ACCEL Commons to other networks, organizations, and individuals.

2.2.7. All Program features and activities are provided on a best-efforts, as-available basis and may be modified or discontinued at any time.

3. **Coordination and Notifications.** The contact information for each Party shall be set forth in the applicable Participation Form.

4. **Intellectual Property**

4.1. **Trademark Licenses.** During the Program Term, each Party (as "**Licensor**") hereby grants to the

other Party (as “**Licensee**”), and Licensee hereby accepts from Licensor, a limited, revocable, non-exclusive, and non-transferable right and license to use certain Licensor-designated trademarks or service marks (“**Licensor Trademark(s)**”) for the sole purpose of, and as necessary for, the marketing and promotion as permitted under these Terms. However, all use of the Licensor Trademarks shall be in accordance with any guidelines (i.e., usage and specifications (color, font, logo dimensions, etc.)) provided by Licensor from time to time. All goodwill resulting from the use of the Licensor Trademarks by Licensee shall belong to and inure solely to the benefit of Licensor and/or its licensors. Licensee shall not undertake any act that would impair the Licensor Trademarks, or the goodwill associated therewith. Licensee shall not use the Licensor Trademarks in any manner that will indicate that it is using such name or marks other than as a licensee. Any use of Licensor Trademarks requires Licensor’s prior written approval, unless otherwise expressly permitted in writing. Licensee shall not use Licensor Trademarks in any manner that implies endorsement, sponsorship, or affiliation beyond participation in the Program. Licensor may revoke this trademark license immediately upon written notice.

- 4.2. **Ownership.** Except for the limited trademark licenses expressly granted herein, each Party retains all right, title, and interest in its intellectual property. No joint development or transfer of intellectual property is intended under these Terms.
- 4.3. **Feedback.** Partner may, but is not obligated to, provide suggestions, comments, or other feedback regarding the ASTRO ACCEL program (“**Feedback**”). Partner hereby grants AUI a non-exclusive, royalty-free license to use Feedback to improve the ASTRO ACCEL project.

5. General Provisions

- 5.1. **Compliance.** The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities under these Terms. In particular, each Party shall perform its obligations under these Terms in compliance with all applicable laws, rules, and regulations, and in accordance with its written policies governing ethics, conflicts of interest, anti-corruption, and recordkeeping, and shall maintain complete and accurate books and records sufficient to document its activities under these Terms.
- 5.2. **Costs; Independent Contractors.** Each Party shall bear all costs, risks, and liabilities that it incurs or which arise out of its performance of these Terms. The Parties are independent contractors, and nothing herein shall constitute or be construed as creating any partnership, joint venture, employment relationship, or agency relationship between the Parties. Nothing in these Terms shall grant to either Party the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.
- 5.3. **Entire Agreement; Amendments and Updates.** These Terms, together with the Participation Form, constitute the entire agreement between the Parties with respect to its subject matter, and hereby supersedes all prior oral or written proposals, communications or other understandings relating thereto. Amendments or modifications to these Terms may only be made by mutual consent of Partner and AUI in a writing signed by authorized representations of the Parties. Notwithstanding the foregoing, AUI may update these Terms from time to time upon notice to Partner. Any updates will apply prospectively. If Partner does not agree to updated Terms, Partner may terminate its participation in accordance with the Term and Termination section below.
- 5.4. **Term and Termination.** The terms of these Terms shall commence on the Effective Date and continue for the period specified in the Participation Form (“**Program Term**”). These Terms may be terminated by either Party for any reason or no reason upon thirty (30) days’ prior written notice provided to the other Party. AUI may terminate immediately for Partner’s misuse of AUI’s name or trademarks or for conduct that may harm its reputation. Upon termination, all trademark

licenses immediately terminate.

- 5.5. **No Discrimination.** Unlawful discrimination with respect to any aspect of these Terms on the basis of race, color, gender or gender identity, sexual orientation, national or ethnic origin, religion, age, health condition or disability, political beliefs, or veteran status or in the event of breach of Section 5.1 (*Compliance*) above, shall, in addition to the termination rights set forth in Section 5.4 (*Term and Termination*) above, entitle the non-breaching Party to immediately terminate these Terms upon written notice to the breaching Party.
- 5.6. **Assignment.** Neither Party may assign, sell, transfer or in any way encumber its interest under these Terms without obtaining prior written consent of the other Party hereto, except that AUI may assign, transfer or delegate its rights and obligations hereunder without said consent to any (a) AUI affiliate or (b) successor-in-interest of all or substantially all of the assets pertaining to AUI's business as part of a merger, acquisition, or other change of corporate control of AUI.
- 5.7. **Limitation of Liability; Disclaimer.** Notwithstanding any other provision of these Terms, in no event shall either Party hereto be liable to the other Party hereto for special, consequential, or indirect damages that are claimed to be incurred by the other Party, whether such claim arises under contract, tort (including strict liability), or other theory of law. The term "special, consequential, or indirect damages" as used herein shall include, but is not limited to, such damages as loss of use, loss of business reputation, increased expense of operation, loss of profit, cost of money, loss of use of capital or revenue, or other special, consequential, or indirect damages of any nature arising at any time from any cause whatsoever. AUI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE AVAILABILITY, CONTINUITY, OR OUTCOMES OF THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, PARTICIPATION LEVELS, EVENTS, OR PROGRAM OPPORTUNITIES. PARTNER ACKNOWLEDGES THAT IT IS NOT RELYING ON AUI TO PROVIDE ANY SPECIFIC BENEFITS, OPPORTUNITIES, OR OUTCOMES, AND THAT THESE DISCLAIMERS APPLY NOTWITHSTANDING ANY PARTICIPATION FORM.
- 5.8. **Publicity; No Endorsement.** Neither Party may issue press releases or public statements referencing the other Party without prior written consent of said other Party, except for factual statements describing participation in the Program consistent with these Terms. Nothing in these Terms permits either Party to represent that the other endorses its products or services.
- 5.9. **Governing Law.** These Terms shall be governed and construed in accordance with and pursuant to the laws of the District of Columbia, without giving effect to its principles of conflict of laws. Additionally, in the event of any controversy or claim, each Party is fully and completely responsible for their own legal expenses, irrespective of the outcome of the dispute.
- 5.10. **Severability; Waiver.** If any provision of these Terms is rendered void or unenforceable by court order or other operation of applicable law, such provision shall be severed from these Terms, and the remainder will continue unchanged in full force and effect to the maximum extent permitted under applicable law. The failure of either Party to at any time to exercise any of its rights, remedies, or other benefits under these Terms shall not operate as a waiver of any right of such Party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provisions, or as a waiver of the provision itself.
- 5.11. **Order of Precedence.** In the event of any inconsistency between these Terms and a Participation Form, these Terms control except for Partner-specific fields in the Participation Form.
- 5.12. **Binding Effect.** Upon execution of a Participation Form by Partner and receipt by AUI, these Terms constitute a legally binding agreement between AUI and Partner. The individual executing this Participation Form represents and warrants that they have authority to bind

Partner to the Terms. AUI may accept a Participation Form by performance, including, without limitation, providing access to the Program or recognizing Partner as a participant, which shall constitute acceptance as of the time such performance begins.

5.13. **Acceptance.** For the avoidance of doubt, Partner's execution of a Participation Form constitutes acceptance of AUI's offer to participate in the Program under these Terms.