# MEMORANDUM OF UNDERSTANDING BETWEEN THE LIGO SCIENTIFIC COLLABORATION AND ARKANSAS STATE UNIVERSITY

The LIGO Scientific Collaboration ("LSC") and Arkansas State University ("ASU") wish to collaborate on the display of a traveling exhibit with the goal of broadening the community of people interested in science and encouraging interest in science among young people in a mutually beneficial manner, according to the following understanding.

#### 1. Term.

1.a). The term of collaboration and performance of the activities contemplated in this Memorandum of Understanding ("MOU") is from April 1<sup>st</sup>, 2009 to September 30<sup>th</sup>, 2009. This period may be modified by mutual agreement in writing.

#### 2. Gravitational-wave Exhibit.

- 2.a).Subject to the receipt of National Science Foundation funding, LSC will develop and produce a dynamic, engaging traveling display relating to gravitational waves and the scientific research being conducted at the LIGO observatories (the "Exhibit").
- 2.b). ASU will host the Exhibit at a suitable mutually approved indoor public location on the ASU campus (the "Venue") from September 10<sup>th</sup>, 2009 to September 24<sup>th</sup>, 2009. In order to maintain consistency with the exhibit's design, LSC will have the right to approve the Venue and Venue signage as pertains to the Exhibit. ASU will keep LSC informed on a weekly basis regarding plans and status for the preparation of the venue to enable LSC to provide timely feedback and approvals.
- 2.c).LSC will be solely responsible for producing the exhibit and will bear all related costs for its design and fabrication, including but not limited to producing the Exhibit and transporting the Exhibit to the Venue.
- 2.d).ASU will be solely responsible for providing the Venue. The Venue must conform to the following minimum characteristics:
  - 1. Minimum square footage of approximately 240 sq. ft., 22'-0" (w) × 11'-0" (d).

- 2. Minimum height clearance of 8"-0".
- 3. Access entry with minimum linear dimensions of 7"-0" (h)  $\times$  6"-0" (w).
- 4. Be equipped with a minimum of five standard working 120 V electric outlets on the peripheral walls. ASU will be solely responsible for providing electric power for set up, test, take down and public display of the Exhibit.
- 5. Offer security measures against foreseeable damage, vandalism and theft by providing access-restrictions (such as locked rooms, security cameras) during closing hours, but otherwise be in a trafficked area for maximizing public access during opening hours. ASU will be responsible for any damages, theft, or vandalism incurred while the exhibit is on its premises.
- a) ASU will provide to LSC access to the Venue for setting up, testing, and taking down the Exhibit up to four days before and after the opening dates listed in Art. 2.b.

#### 3. Educational Outreach

- 3.a).LSC and ASU will cooperate on educational outreach related to the Exhibit in the following way:
- 3.b).A LSC scientist (name TBD) will deliver a one-hour public lecture (the "Lecture") on gravitational waves and LIGO research (title TBD) at a mutually approved time and location. LSC will bear the cost of travel and stay of the LSC scientist. ASU will be solely responsible for the procurement of a suitable venue and for any reasonable equipment which is necessary for the delivery of the Lecture.

#### 4. Publicity and Marketing

- 4.a).LCS and ASU will work together to schedule the Exhibit opening, to build public visibility and attendance at the Exhibit, and ensure consistency with other planned LSC events.
- 4.b).ASU will be responsible for locally advertising the Exhibit and the Lecture in consultation with LSC and in a manner consistent with its advertising strategy. LSC must approve all references to the Exhibit and the Lecture included in such

advertising. At its discretion, LSC reserves the right of independently market and advertise the Exhibit and the Lecture. LSC may provide additional local publicity for the Exhibit and the Lecture in coordination with ASU. LSC and SFF will permit each other to use their respective names and logos in connection with publicizing the Exhibit and the Lecture, provided that all such uses are approved in advance, and all related texts shall be approved by both partners.

## 5. Acknowledgment of Collaboration.

5.a). ASU will acknowledge its collaboration with LSC in a prominent manner at the Exhibit and at the Lecture, in all publicity relating specifically to these events, and in an appropriate location on the ASU website leading up to and including the dates of the Exhibit. LSC will also acknowledge its collaboration with ASU in a prominent manner in all publicity relating to the Exhibit, and in all reports relating to the Exhibit. To the extent allowed by available time and resources, ASU and LSC will work together to develop additional, appropriate ways of publicizing their collaboration.

#### 6. Intellectual Property and Licenses.

6.a).LSC will retain all rights in and to the Exhibit. In addition to the uses described in Paragraph 5, the parties will permit each other on a non-exclusive basis to use a reasonable number of photographs, clips of video footage and other documentation of the Exhibit (subject to any applicable third party rights) for their respective educational purposes and promotional purposes, including mutually approved use on each party's website (with appropriate crediting and where possible a link to the other party's website) and in relevant reports to funders, regulators and other entities.

### 7. Cancellation/Postponement.

7.a).The activities listed in this MOU, including but not limited to the Exhibit and the Lecture are contingent upon timely receipt of funds from the National Science Foundation. In the unlikely event that the Exhibit must be postponed or cancelled due to events beyond the reasonable control of either LSC or ASU, the Parties will work together to agree on a mutually acceptable schedule for performance of their respective obligations, taking into account the nature of the reasons for cancellation or postponement.

APPROVED:

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