Appendix 3 – Sample Space Act Agreement

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
<INSERT Allied Organization NAME>
AND
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
FOR
OPERATIONS OF THE <INSERT Challenge NAME> CENTENNIAL CHALLENGE

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act, as amended (51 U.S.C. 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA HQ," "HQ," or "NASA") and the <INSERT Allied Organization NAME> located at <INSERT LOCATION>, (hereinafter referred to as "<INSERT Allied Organization NAME> " or "PARTNER"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

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ARTICLE 2. PURPOSE

NASA and <INSERT Allied Organization NAME> wish to collaborate to conduct the <INSERT Challenge NAME> Challenge ("Challenge"), a technology demonstration competition resulting in monetary awards to the winning participants. The Parties will collaboratively institute a process for <INSERT Allied Organization NAME> to plan, manage and execute the Challenge that is relevant to the development of <INSERT DESCRIPTION of Challenge> These technologies will be beneficial to a broad range of industries in U.S. commerce. The Challenge will be conducted in a safe manner in concurrence with accepted industry standards and practices.

The Challenge will be conducted during 2012-2013 and may be held in conjunction with other <INSERT Allied Organization NAME> competitions and activities. The winner of the Challenge will be selected by a panel of independent judges, convened by <INSERT Allied Organization NAME> with the concurrence of NASA, and based on objective criteria and rules agreed to by the Parties.

For the term of this Agreement, <INSERT Challenge NAME> competitions will be conducted by <INSERT Allied Organization NAME>, resulting in a maximum total amount of NASA awards of $(<INSERT Award Amount> (<INSERT Award Amount> U.S. dollars) paid directly by NASA to the eligible winner(s) of the CHALLENGE. <INSERT Allied Organization NAME> may attract additional prize funding from other sources, subject to NASA's prior concurrence. <INSERT Allied Organization NAME> will receive no funding from NASA to perform its responsibilities under this Agreement.

If the purse is not awarded by <INSERT END DATE>, <INSERT Allied Organization NAME> and NASA may extend this Agreement and extend the deadline of the Challenge subject to written modification of this Agreement consistent with Section 20, "Modifications."

ARTICLE 3. RESPONSIBILITIES

Partner will use reasonable efforts to:

a. Conduct the Challenge on the schedule and conditions set forth in Article 4, "Schedule and Milestones," below.

b. Prepare and provide to NASA for its review (NASA concurrence is required) the following documents:

1. Rules for participating in the Challenge and the criteria for winning.
2. A Challenge Execution Plan which describes how <INSERT ALLIED ORGANZITION NAME> will conduct the Challenge including plans for personnel, process for selecting qualified and impartial judges, media exposure, publicity, student-level competitions, outreach activities, public engagement and access, and merchandising.
3. A Team Agreement template to be entered into between <INSERT ALLIED ORGANZITION NAME> and each Challenge participant.
4. Team Agreements signed by each Challenge participant.
5. Fund Raising Plan with schedule of milestones and amounts to be secured.
6. All documents related to Challenge sponsorships or Challenge naming.
7. Agreements for event hostings in connection with the Challenge.
8. Process for selecting qualified and impartial judges.
9. List of individuals selected to be judges of the Challenge, selected consistent with the conditions outlined in (d), below.

Once NASA has provided its concurrence, no such documents may be revised or amended without the further review and concurrence of NASA.

c. Implement the Challenge consistent with the approved documents in Section 3(b) above.

d. Select qualified and impartial judges. Judges shall include individuals from outside NASA, including from the private sector. Judges shall not have, nor shall members of any such judge's family have, personal, financial or business interests in, or be employees, officers, directors, or agents of Challenge participants or sponsors of Challenge participants. <INSERT ALLIED ORGANZITION NAME>, its employees, officers, directors, and agents, and the immediate family of such employees, officers, directors and agents, are not eligible to be judges or participants in the Challenge.

e. Ensure compliance by all teams of Challenge participants ("TEAM") with the eligibility requirements in the NASA Space Act authority at 51 U.S.C. § 20144, including without limitation the provisions requiring that in order to be eligible to win a prize an individual or entity shall, among other things, in the case of a private entity, be incorporated in and maintain a primary place of business in the United States, and in the case of an individual, whether participating singly or in a group, shall be a citizen or permanent resident of the United States. Ensure that <INSERT ALLIED ORGANZITION NAME> officers, employees, and any persons associated with the execution of the Challenge do not have a financial interest in any TEAMs that compete for the Challenge prize.

f. Obtain prior approval from NASA Centennial Challenges and the NASA Office of Communications for any sponsorships of the Challenge. Sponsorship is defined as the provision by a third party of any funding, support, tangible or intangible property for the Challenge in exchange for any consideration by the Partner.

g. Submit to NASA for its review and concurrence, any proposal and associated agreements to modify the name of the Challenge. Requests for Challenge name modification must be submitted to NASA for approval 30 days before publically announcing the change.

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h. Submit to NASA for its review and concurrence any changes to documents that NASA has previously concurred upon.

i. Include NASA Centennial Challenges Program Manager as a courtesy copy on all written and electronic communications with the TEAMS.

j. Provide to NASA copies of executed Team Agreements for all registered Challenge participants within 30 days of the Team Agreement execution and at least 30 days prior to any CHALLENGE competition event.

k. Submit brief monthly reports for the duration of the Agreement on TEAM registration and other pertinent issues. Content and depth of these reports will be mutually agreed and may be modified from time to time to reflect changing circumstances as deemed necessary by both Parties.

l. Provide access for NASA representatives to view Challenge events (within the constraints of safe operations) and access, when requested, to Challenge management activities including meetings among judges, teams, and <INSERT ALLIED ORGANZITION NAME> personnel.

m. Compile TEAM information reports for each registered TEAM and make them publicly available on the Challenge websites. Reports on new TEAMs shall be made available to the public within one month of the new teams' completed registration.

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n. On a quarterly basis, in a brief written report, collect and provide NASA with TEAMs' aggregate reported information on their investments directly related to their participation in the CHALLENGE.

o. Respond to all inquiries about the Challenge from the general public, prospective TEAMs, and registered TEAMs.

p. Subject to review by NASA Office of Communications through NASA Centennial Challenges, include recognition of NASA's contribution to the CHALLENGE in all written, live presentation, recorded, and electronic Challenge materials.

q. Ensure that the judges properly select the winner(s) of the Challenge in accordance with established criteria, and formally notify NASA of the winner(s) of the Challenge. The judging and scoring process shall be made available to the public before any announcements of any Challenge competition outcomes.

r. Within 90 days of the conclusion of the Challenge, provide NASA with a written report on the Challenge just conducted, including an assessment of the effectiveness of the Challenge and recommendations for improvement. The Parties will mutually agree to the content and depth of this report.

NASA will use reasonable efforts to:

a. Review draft documents to be provided by PARTNER under subsection 3(b) above of its responsibilities. NASA's concurrence is required and will not be unreasonably withheld.

b. NASA will apply reasonable efforts to review submitted team registration information within 21 calendar days of receipt from <INSERT ALLIED ORGANZITION NAME>. Subject to the

sufficiency of the information, NASA will confirm the eligibility or ineligibility of the team to be awarded the prize purse in accordance with NASA's Space Act authority at 51 U.S.C § 20144(e), including without limitation the provisions requiring that in order to be eligible to win a prize an individual or entity shall, among other things, in the case of a private entity, be incorporated in and maintain a primary place of business in the United States, and in the case of an individual, whether participating singly or in a group, shall be a citizen or permanent resident of the United States. Registrations with incomplete information will be returned to <INSERT ALLIED ORGANZITION NAME> for clarification and resubmission.

c. Collaborate with <INSERT ALLIED ORGANZITION NAME> on administrative and technical matters and facilitate technical help, as requested by <INSERT ALLIED ORGANZITION NAME> and as deemed appropriate by NASA.

d. Provide announcements and a link on the NASA website to the CHALLENGE website maintained by <INSERT ALLIED ORGANZITION NAME>.

e. Provide NASA representative(s) to attend the CHALLENGE competition.

f. Provide a total purse award of $<INSERT Award Amount> (<INSERT Award Amount> U.S. dollars) for the winner(s) of the CHALLENGE.

g. Provide the purse award directly to the Team Leader(s) of the winning team(s) of the Challenge within 60 days after NASA has received the necessary financial transfer information from the winner(s), such winner(s) to be determined by the panel of judges for the CHALLENGE. If no winner is declared for the Challenge, NASA will not provide the purse award for the CHALLENGE.

h. Review any <INSERT ALLIED ORGANZITION NAME> proposals to augment the CHALLENGE purses from other sources or modify the name of the CHALLENGE. NASA's concurrence is required and will not be unreasonably withheld.

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<INSERT ALLIED ORGANZITION NAME> and NASA will share Challenge media rights:

a) <INSERT ALLIED ORGANZITION NAME> and NASA shall have non-exclusive rights, exercisable at their discretion, to exploit all pre-existing or developed media emanating from documenting, filming, recording, or otherwise fixing any aspect of the Challenge in a tangible means of expression by any means or in any manner or medium now existing, including, without limitation, audio, video, digital, and photographic material, or developed in the future, now know or hereafter created, including, without limitation, the story of each Team's participation and events related to the Competition. For the purposes of this Agreement, the right to "exploit" shall include the rights to use, copy, sublicense, modify, transmit, display, distribute, perform, make, sell, assign, license, transfer, import, export, and otherwise dispose of or exploit in any manner or medium whatsoever, existing now or in the future.

b) Each Team competing in the Challenge shall also have non-exclusive rights to exploit all pre-existing media or media developed by the Team itself.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" clause are as follows:

Milestone	Performed By	Date or Frequency
Sign Space Act Agreement	NASA and <INSERT AO NAME>	Project Start
Soft Launch Press Release	NASA and <INSERT AO NAME>	1 week after start
Deliver Fundraising Plan & Sponsor packages	<INSERT AO NAME>	2 weeks after start
Begin fundraising activities to cover Challenge's operations	<INSERT AO NAME>	2 weeks after start
Opening website launched	<INSERT AO NAME>	3 weeks after start
Report on Fundraising Activities	<INSERT AO NAME>	Monthly
Technical Committee Invitations Sent	<INSERT AO NAME>	3 weeks after start
Deliver Outreach Plan and primary outreach targets	<INSERT AO NAME>	4 weeks after start
Finalize Technical/Judging Committee membership	<INSERT AO NAME>	8 weeks after start
Present Phase 1 Financing leads - Go/No-go decision (Planning phase funding through TBD)	<INSERT AO NAME>	8 weeks after start
Deliver first draft Rules, Team Agreement, and Execution Plan	<INSERT AO NAME>	10 weeks after start
Host Technical Committee Workshop	<INSERT AO NAME>	14 weeks after start
Deliver Second Draft Rules, Team Agreement, and Execution Plan	<INSERT AO NAME>	15 weeks after start
Review and comment on Draft Rules, Team Agreement, and Execution Plan	NASA	Within 10 business days of receipt
Post Draft Rules and Team Agreement for Public Comment	<INSERT AO NAME>	17 weeks after start
Close Public Comment on Rules and Team Agreement	<INSERT AO NAME>	23 weeks after start
Complete fundraising activities for baseline program ($TBD) or renegotiate or terminate Agreement - Go/No-Go decision.	<INSERT AO NAME> and NASA	26 weeks after start
Deliver Education Plan – Go/No-go decision	<INSERT AO NAME>	26 weeks after start
Technical Committee Concur/Nonconcur on public comment changes to rules	<INSERT AO NAME>	26 weeks after start

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Deliver final Challenge Execution Plan, Rules, and Team Agreement to NASA	<INSERT AO NAME>	27 weeks after start
Concur/Nonconcur on Final Rules, Team Agreement, and Execution Plan	NASA	Within 10 business days of receipt of request and documentation
Finalize and Announce Regional Qualifying locations	<INSERT AO NAME>	29 weeks after start
Official Challenge Launch – press release and kickoff event.	<INSERT AO NAME> and NASA	29 weeks after start
Launch online Team Portal website	<INSERT AO NAME>	29 weeks after start
Begin Team Registration	<INSERT AO NAME>	29 weeks after start
Host Team Summit 1	<INSERT AO NAME>	42 weeks after start
Close Team Registration	<INSERT AO NAME>	56 weeks after start
Host Technical Committee qualifying prep workshop	<INSERT AO NAME>	60 weeks after start
Host Team Summit 2 – Qualifying Preparation	<INSERT AO NAME>	62 weeks after start
Host Regional Qualifying Events	<INSERT AO NAME>	68 weeks after start
Announce Finalist Teams	<INSERT AO NAME> and NASA	68 weeks after start
Host Finalist Team Summit	<INSERT AO NAME>	76 weeks after start
Host Final Challenge Event & Announce winners	<INSERT AO NAME> and NASA	82 weeks after start
Draft Federal Register Notice	NASA	26 weeks after start ref date
Publish Federal Register Notice Draft	NASA	26 weeks after start ref date
Concur/Nonconcur on Event Hosting Agreements	NASA	Within 10 business days of receipt of request and documentation
Concur/Nonconcur on sponsorship proposal and/or name change proposal	NASA	Within 10 business days of receipt of request and documentation
Provide Team Registration Information to NASA	<INSERT AO NAME>	as received
Complete Prize Payment to Winner(s)	NASA	within 60 days of receiving winners information
Monthly status reports	<INSERT AO NAME>	monthly

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Quarterly reports on team activity	<INSERT AO NAME>	quarterly
Final Report on Challenge	<INSERT AO NAME>	within 90 days of conclusion of Challenge (winner or Agreement expiration)

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds or other financial obligations between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31 U.S.C. § 1341.

ARTICLE 6. PRIORITY OF USE

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Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of goods, services, facilities, and equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA partners, NASA, in its sole discretion, shall determine the priority as between those partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar Agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

1. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by

requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

3. In addition, <INSERT ALLIED ORGANZITION NAME> agrees to the following:

a. Obtain liability insurance for conducting each competition, in the amount to be agreed with NASA based on the maximum amount of coverage available at a reasonable commercial rate; and have NASA added as an additional insured under the insurance policy;

b. Indemnify NASA against third party claims for damages arising from or related to activities under this Agreement except to the extent that any such claim arises from or relates to the willful misconduct of NASA. Such indemnity does not include claims by contest winner(s) (declared by the Judges' Panels during the term of this agreement) for NASA's specified share of the prizes for the Challenge. "Damages" includes, but is not limited to: bodily injury to, impairment of health of, or death of any person; harm to, loss of, or loss of use of any property; loss of revenue or profits; any direct, indirect, special, or consequential harm to any person or entity, to include NASA; and,

c. Include in Team Agreements an assumption of risk and waiver of claims for participants against <INSERT ALLIED ORGANZITION NAME>, the Federal Government and their related entities for death, bodily injury, or property damage or loss. In addition, participants are required to obtain liability insurance or demonstrate financial responsibility based on the maximum amount of coverage available at a reasonable commercial rate for claims by a third party or the Federal Government resulting from an activity carried out in connection with participation in a competition.

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ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Information and data exchanged under this Agreement is exchanged without restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this Agreement or agreed to by the Parties for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

1. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this clause.

2. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 11. USE OF NASA NAME AND NASA EMBLEMS AND RELEASE OF GENERAL INFORMATION TO THE PUBLIC

1. NASA Name and Initials

Partner agrees the words "National Aeronautics and Space Administration" and the letters "NASA" will not be used in connection with a product or service in a manner reasonably calculated to convey any impression that such product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. In addition, with the exception of release of general information in accordance with paragraph 3 below, Partner agrees that any proposed public use of the NASA name or initials (including press releases resulting from activities conducted under this Agreement and all promotional and advertising use) shall be submitted by Partner in advance to the NASA Assistant Administrator for Public Affairs or designee ("NASA Public Affairs") for review and approval. Approval by NASA Public Affairs shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems

Use of NASA emblems/devices (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) are governed by 14 C.F.R. Part 1221. Partner agrees that any proposed use of such emblems/devices shall be submitted for review and approval by NASA Public Affairs in accordance with such regulations.

3. Release of General Information to the Public

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

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ARTICLE 12. DISCLAIMER OF WARRANTY

Equipment, facilities, technical information, and services provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of such equipment, facilities, technical information, or services, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the equipment, facilities, technical information, or services provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 13. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or supply of equipment, facilities, technical information, or services under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 14. COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, and environmental laws and regulations. Access by Partner to a NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

With respect to any export control requirements:

(a) The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in performing work under this Agreement. In the absence of available license exemptions/exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

(b) The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

(c) The Partner will be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions or exceptions.

(d) The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

(e) With respect to suspension and debarment requirements:

(i) The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

(ii) The Partner shall include language and requirements equivalent to those set forth in (a), above, in any lower-tier covered transaction entered into under this Agreement.

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ARTICLE 15. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or December 31, 2012, whichever comes first.

ARTICLE 16. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing 30 calendar days written notice to the other Party.

ARTICLE 17. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" shall survive such expiration or termination of this Agreement.

ARTICLE 18. POINTS OF CONTACT

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement.

NASA National Aeronautics and Space Administration <INSERT POC CONTACT INFO> 300 E Street SW Washington, DC 20546 Phone: Fax: EMAIL:	<INSERT Allied Organization NAME> <INSERT POC CONTACT INFO>

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ARTICLE 19. DISPUTE RESOLUTION

Except as otherwise provided in the article entitled "Priority of Use," the article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g. under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the " Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this section limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 20. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

ARTICLE 21. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing this Agreement.

ARTICLE 22. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 23. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 24. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION	<INSERT Allied Organization NAME>
BY:_____	BY:_____
<INSERT INFO for NASA Signing Authority>	<INSERT INFO for Allied Organization Signing Authority>
300 E Street SW	
Washington, DC 20546	
Phone: 202-358-2221	
DATE:_____	DATE:_____

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