

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND CHEVAL DE FEU AEROSPACE CORPORATION, DBA LAMONT
AEROSPACE
FOR DEVELOPMENT OF COMMON ON-ORBIT RESEARCH ENVIRONMENT
(CORE).

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA" or "NASA JSC") and CHEVAL DE FEU AEROSPACE CORPORATION, DBA LAMONT AEROSPACE located at 1100 NASA Parkway Suite 420D, Houston, Tx 77058-3356 (hereinafter referred to as "Partner" or "LaMont"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

This Agreement will serve as the mechanism defining both JSC's and LaMont's responsibilities associated with the development of hardware in the form of a science platform to be used internally and external to the International Space Station (ISS); designated the Common On-orbit Research Environment (CORE). The CORE represents next generation technology at LaMont that will enable a range of biological exposure studies critical for an array of NASA initiatives, including astromaterial sample return preparations and experimentation.

The Astromaterials Acquisition and Curation Office at NASA JSC (XI2) is responsible for curating all of NASA's extraterrestrial samples. Curation Scientists within Advanced Curation are tasked with advancing contamination control monitoring techniques and developing processes to keep both astromaterial samples and sample scientists safe. The Medical Geology facilities and capabilities are crucial in this endeavor.

One of the more complex sample return mission is Mars Sample Return (MSR). The MSR Campaign is the first Restricted Earth return mission since Apollo. Understanding the hazards associated with Mars sample return and implementing requirements of the NASA's Planetary Protection Office and regulatory agencies will fall on NASA JSC and XI2. The Medical Geology team, within JSC XI2 will play a major role in preparing for sample acquisition, processing, and storage. In the evolving world of assessing life on other planetary bodies, three critical problems present. First, how do we as explorers avert the accidental transfer of living material to an apparently lifeless planet (forward contamination) and second how do we assure that a form of life, perhaps unknown to Earth and virulent in a manner we do not understand, is not inadvertently transported to

Earth in the collection of sample return (back contamination). The development of the CORE, particularly the external science platform component, will enable the study of the effects of the space environment on an array of microbiological samples. Understanding and actually quantifying the degradation and viability of microorganisms in space will have major implications for Planetary Protection in that it will help quantify the potential amount of microbiological transfer to another planetary body (forward contamination) as well as the potential hazard of transferring extraterrestrial biology back to earth (back contamination). In addition to microbiological degradation, the CORE could also inform the degradation of Earth materials and products (space suits/ associated materials; metals, etc.) which would aid in planning future human and robotic missions.

Another part of return sample mission planning is assessing the potential hazard astromaterials might be to the scientists on Earth. Given the limited and precious nature of astromaterials, one of the Advanced Curation Medical Geology initiatives is to develop an exposure technique that requires less sample material than traditional toxicological testing models. The tissue engineering technique, originally developed by NASA for human space flight hazard assessment, is a critical next step in the optimization of astromaterial hazard assessment and will be utilized in the performance of this collaborative research agreement. As a result, the Advanced Curation Medical Geology Laboratory is uniquely capable to co-develop the CORE with LaMont given that it is currently the only laboratory within NASA, with the equipment and personnel necessary to perform the specific tissue engineering technique required. The utilization of the Medical Geology Laboratory will allow NASA and LaMont to develop the CORE beyond exposure of simple microorganisms and understand how humans be affected by the aggregate environment of space, regolith, and radiation.

These questions require the best advanced techniques we can devise to address critically important outcomes directed toward exploration. In order to reasonably understand risk factors associated with both the potential transport of biologicals from Earth to and the return of organisms/life forms from planetary bodies, as well as the effect of the space environment on complex biology (e.g., humans), a sophisticated array of techniques and resources must be brought together to accurately model these potential threats and devise countermeasures. They consist of the following: 1) access to varieties of extraterrestrial regolith (e.g., Moon, Mars, and asteroids) and analogue samples, 2) access to authentic Galactic Cosmic Radiation/Solar Particle Events (GCR/SPE), and 3) availability of high fidelity, consistently reproducible animal, microbial, and human tissues that may be constructed from a wide selection of relevant human cells to be used as test target tissues for study and countermeasure development.

The collaborative research and activities detailed in this document are essential elements of the commercial/financial implementation of the multipurpose CORE in a variety of adaptable payload applications and scenarios for LaMont. The CORE will serve to conduct scientific/engineering/manufacturing experiments and represents the baseline configuration for the planned EV insertion into the Aegis Aerospace MISSE platform. Successful development of the CORE will make available to humanity authentic access to space GCR and SPE exposure of living cells and organisms not possible on Earth. The

"value" to humanity and to the continued success of the ISS National Lab as an exemplary test and experiment facility will be intellectually stimulating, scientifically revealing, and commercially lucrative for business endeavors.

This partnership will provide LaMont with 1) access to a one-of-a-kind laboratory and uniquely qualified personnel for both flight and associated non-flight studies, 2) expertise in the fields of geomicrobiology, medical geology, and tissue engineering to inform and provide necessary geological, microbiological, and/or engineered human test tissue samples for flight and earth analogue studies, 3) analyses and research data that will assist in the development of an enhanced element of the Partner's testing capabilities (CORE) on the ISS by providing information on its ability to provide an adequate environment to sustain viable biology, and 4) a facility and personnel to train astronauts to perform necessary tasks on the ISS related to CORE.

This partnership will provide NASA with access to Extravehicular (EV)/Intravehicular (IV) facilities that will enable a range of biological exposure studies with implications related to microbial viability (forward and backward Contamination Control (CC) and Planetary Protection (PP)) and human health hazards.

This SAA collaboration will unify all of the essential components necessary to conduct this critical technology development and perform research, associated with the technology development. NASA JSC XA/XI2 will provide regolith/analogue samples, Earth analogue facilities, consumable scientific materials, and biological models for testing as reporter targets for contamination and toxicity impacts. LaMont will collaborate in shared research proposals, provide aerospace engineering expertise and technology development (as appropriate), and provide experimental access to their one of a kind external research facility located on the ISS.

TOXICOLOGY: In the context of this agreement the term "toxic or toxicology" shall mean, as defined in the classical vernacular those substances or materials known to be hazardous or cause damage to human or animal health and life. These materials are classified into three categories of toxicity; forensic, chemical, and environmental. Again, for context in this agreement regolith falls into the categories of a chemical and environmental risks and hazards. Similarly, GCR and SPE are well known environmental space hazards and require mitigation to preserve health and life. To accomplish these "mitigation strategies" specifically designed ground and flight hardware (LaMont) and relevant targets of human and animal cells and tissues (Medical Geology and LaMont) are required.

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Provide LaMont with testing materials for CORE development, in the form of microbiological samples, geological samples (astromaterial regolith or analogue), and/or test target tissues. These materials will be utilized for ground based and flight CORE

functionality verification studies and the data will be utilized to inform Planetary Protection (microbiological and geological) and the protection of humans from toxic agent impacts (e.g., GCR/SPE and geological samples) during space exploration (target tissues).

2. Engage in joint research efforts to include flight experiment co-development (materials such as cell models and dust selection to be flown and the exposure environment), and analyzing test materials to address outstanding Planetary Protection concerns related to microbiological viability and human health hazards in a space environment utilizing the CORE

3. Grant LaMont supervised access to XA/XI/Medical Geology research facilities as the CORE terrestrial analogue facilities for flight definition associated with joint research efforts, astronaut training for flight experiments, and analyzing materials post-flight.

4. Coordinate and work with LaMont on associated flight definition related to the advancement of joint research to include training for astronauts to handle test materials and perform preflight and flight experiments in accordance with NASA's astronaut training processes. Flight definition is the preflight testing and validation of hardware and experimental procedures to be used in the space experiment.

5. Provide engineering and payload expertise for flight experiments.

6. Provide Intellectual and conceptual co-development of CORE flight hardware designs focused on the defined goals (e.g., Planetary and Human Protection).

7. Share co-developed research data to include the assessment of developmental progress and production of yearly interim progress reports

LaMont will use reasonable efforts to:

1. Engage in joint research efforts to include flight experiment co-development, testing, and validation (materials such as cell models and dust selection to be flown and the exposure environment) and analyzing test materials.

2. Provide preferential access to the current and future LaMont (CORE) ISS research facilities and hardware for joint collaborative research. Also provide developmental iterations of the hardware to test efficacy of the desired biological procedures.

3. Coordinate and work with NASA on associated flight definition related to the advancement of joint research to include training for astronauts to operate hardware and perform preflight and flight experiments in accordance with NASA's astronaut training processes. Flight definition is the preflight testing and validation of hardware and experimental procedures to be used in the space experiment.

4. Coordinate transfer of flight materials from JSC to launch site and ISS. LaMont will assume the responsibility to transport and integrate flight materials to the Cape for Launch unless otherwise negotiated with XI. Partner has agreed to two (2) ISS flights, with the potential for a third ISS flight.

5. Provide preferential development of the enhanced LaMont capabilities (CORE) for joint research goals.

6. Provide engineering and payload expertise for flight experiments.

7. Arrange access or the capability to use pre-flight and recovery operations facilities at the launch and landing for joint flight experiments as required LaMont will transport materials back to NASA post-flight.

8. Share research data encompassed in the joint research to include the assessment of developmental progress and production of yearly interim progress reports.

ARTICLE 4. SCHEDULE AND MILESTONES

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

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| 1. Hold kick-off meeting to formalize the joint research strategy and efforts defined in this Agreement. | Within 14 days of Effective Date |
| 2. Begin co-development of flight experiments and protocols | This will be a common activity spanning the course of the agreement |
| 3. Begin conducting baseline experiments with the desired cell models and the performance of agreed upon joint research efforts. | Within 30 days after Effective Date |
| 4. Both parties to provide engineering and payload expertise for flight experiments. This step is to begin with first flight and will be repeated before each flight as the CORE is developed and refined. | As needed for each co-developed experiment/protocol |
| 5. Both parties provide flight items for flight experiments. Specifically, NASA provides testing materials (e.g., geological, microbiological, and/or test target human tissues) and LaMont provides developmental and flight hardware necessary for launch and integration into science platform on ISS (CORE). This step is to begin with first flight and will be repeated before each flight as the CORE is developed and refined. | As needed for each co-developed experiment/protocol |
| 6. Train Astronauts to handle test materials and science | As needed for each co- |

platform technology (CORE) before launch in the XI2 Medical Geology Facilities. This step is to begin with first flight and will be repeated before each flight as the CORE is developed and refined.	developed experiment/protocol
7. NASA provides LaMont with materials/items for flight experiments with sufficient time to enable integration into payload for launch.	As needed for each co-developed experiment/protocol
8. LaMont arranges transport of samples to/from launch/landing-site from/to NASA.	As needed for each co-developed experiment/protocol
9. Both parties analyze test materials (e.g., microbiology, test target human tissues) for damage and cellular toxicity after flight (at XI2 Medical Geology Facilities) to assess science platform performance (at LaMont facilities) and the effects of the space environment (GCR/SPE) on samples. This step will be repeated after each flight.	As needed for each co-developed experiment/protocol
10. Assess developmental progress and produce an interim progress report to be contributed to and shared by both parties.	NASA and Partner co-develop end of each year of the agreement
11. Assess the progress in CORE development and determine if Agreement should be extended.	After 2 years from Effective Date

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds 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, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

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 the goods, services, facilities, or 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

A. The objective of this Article is to establish a cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station (ISS). The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.

B. For the purposes of this Article:

1. The term "Damage" means:

- a. Bodily injury to, or other impairment of health of, or death of, any person;
- b. Damage to, loss of, or loss of use of any property;
- c. Loss of revenue or profits; or
- d. Other direct, indirect, or consequential Damage.

2. The term "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads, persons, or both.

3. The term "Partner State" includes each Contracting Party for which the Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

4. The term "Payload" means all property to be flown or used on or in a Launch Vehicle or the ISS.

5. The term "Protected Space Operations" means all Launch Vehicle or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of this Agreement, the IGA, MOUs concluded pursuant to the IGA, and implementing arrangements. It includes, but is not limited to:

a. Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch Vehicles or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and

b. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

"Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA.

"Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.

6. The term "Related Entity" means:

a. A contractor or subcontractor of a Party or a Partner State at any tier;

b. A user or customer of a Party or a Partner State at any tier; or

c. A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier.

The terms "contractor" and "subcontractor" include suppliers of any kind.

The term "Related Entity" may also apply to a State, or an agency or institution of a State, having the same relationship to a Partner State as described in paragraphs B.6.a. through B.6.c. of this Article or otherwise engaged in the implementation of Protected Space Operations as defined in paragraph B.5. above.

7. The term "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

C. Cross-waiver of liability:

1. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in paragraphs C.1.a. through C.1.d. of this Article based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

a. Another Party;

b. A Partner State other than the United States of America;

c. A Related Entity of any entity identified in paragraph C.1.a. or C.1.b. of this Article; or
d. The employees of any of the entities identified in paragraphs C.1.a. through C.1.c. of this Article.

2. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability, as set forth in paragraph C.1. of this Article, to its Related Entities by requiring them, by contract or otherwise, to:

- a. Waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.d. of this Article; and
- b. Require that their Related Entities waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.d. of this Article.

3. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

4. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

- a. Claims between a Party and its own Related Entity or between its own Related Entities;
- b. Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to this Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
- c. Claims for Damage caused by willful misconduct;
- d. Intellectual property claims;
- e. Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph C.2. of this Article; or
- f. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

5. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

D. To the extent that activities under this Agreement are not within the definition of "Protected Space Operations," defined above, the following unilateral waiver of claims applies to activities under this Agreement.

1. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner'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. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related

entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
 - a. known or available from other sources without restriction;
 - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
 - c. made available by the owners to others without restriction; or
 - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the 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 Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice, or for Data Partner gives, or is required to give, the U.S. Government without restriction.
10. Partner may use the following or a similar restrictive:

Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement [provide applicable identifying information].

Partner should also mark each page containing Proprietary Data with the following or a similar legend: "Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."

B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for [insert a period of up to five years, typically one or two years] after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply.

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.

2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):

- a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
- b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
- c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).

2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.

3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.

a. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate document.

b. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate document.

c. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate document.

d. Notwithstanding H.4., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs:

None

4. For such Data identified with a restrictive notice pursuant to H.2., Receiving Party shall:
- a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
 - b. Safeguard such Data from unauthorized use and disclosure;
 - c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
 - d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
 - e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
 - f. Dispose of such Data as Disclosing Party directs.

I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive and gives it to NASA within ten (10) calendar days after disclosure.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. General

1. 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, except as provided herein.
2. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.
3. 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 Article.

B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

D. Joint Inventions With Partner

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Partner employees, and employees of either Party's Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Partner's commercial business; or
2. use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

E. Rights to be Reserved in Partner's License

Any license granted Partner under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.
2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.

2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Partner employees: The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefor.

ARTICLE 11. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

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

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, 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 goods, services, facilities or equipment 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 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment 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 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to 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, including use of Interconnection Security Agreements (ISAs), when applicable.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or 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.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex 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.

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

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

C. With respect to suspension and debarment requirements:

1. 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.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

D. With respect to the requirements in Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019, Public Law 115-232:

1. In performing this Agreement, Partner will not use, integrate with a NASA system, or procure with NASA funds (if applicable), "covered telecommunications equipment or services" (as defined in Section 889(f)(3) of the NDAA).

2. The Partner will ensure that the provisions of this Article apply to its Related Entities.

ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or three years from the Effective Date, whichever comes first.

ARTICLE 17. RIGHT TO TERMINATE

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

ARTICLE 18. 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"-related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Lyndon B. Johnson Space Center
Dr. Andrea D. Harrington, Ph.D.
Researcher
Mail Stop: XI/2
2101 NASA Parkway
Houston, Texas 77058
Phone: 281-483-7054
andrea.d.harrington@nasa.gov

CHEVAL DE FEU AEROSPACE CORPORATION, DBA LAMONT AEROSPACE
Craig L. Walton
Executive Director and CEO
1100 NASA Parkway Suite 420D
Houston, Tx 77058-3356
Phone: 281-886-6900
cwalton@lamontaero.space

Principal Investigator Point of Contact

NASA Lyndon B. Johnson Space Center
Dr. Andrea D. Harrington, Ph.D.
Researcher
Mail Stop: XI/2
2101 NASA Parkway
Houston, Texas 77058
Phone: 281-483-7054
andrea.d.harrington@nasa.gov

CHEVAL DE FEU AEROSPACE CORPORATION, DBA LAMONT AEROSPACE
Dr. Thomas J. Goodwin, PhD
1100 NASA Parkway Suite 420D
Houston, Tx 77058-3356
Phone: 832-524-9651
tgoodwin3@comcast.net

ARTICLE 20. 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 Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 21. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation. For all NASA mishaps or close calls, Partner agrees to comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping" .

ARTICLE 22. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 23. 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, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 24. 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 25. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to 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 26. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 27. 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
LYNDON B. JOHNSON SPACE
CENTER

CHEVAL DE FEU AEROSPACE
CORPORATION, DBA LAMONT
AEROSPACE

BY: _____
Burt Laws
Director of Exploration Architecture,
Integration, and Science

BY: Craig L. Walton
Craig L. Walton
Executive Director and CEO

DATE: _____

DATE: 5 April 2023