

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND UNIVERSITY OF ALABAMA
FOR THE LUNARECYCLE CHALLENGE

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 George C. Marshall Space Flight Center, located at Marshall Space Flight Center, AL 35812 (hereinafter referred to as "NASA" or "NASA MSFC") and The University of Alabama located at 152 Rose Administration, Tuscaloosa, AL 35487-0132 (hereinafter referred to as "Partner" or "UA"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

This Agreement shall be for the purpose of conducting the LunaRecycle Challenge for NASA Centennial Challenges program. This Challenge seeks to develop novel recycling technologies to enable a sustainable presence on the lunar surface. This Challenge will address non-biologic, non-metabolic waste streams and has 2 tracks: a digital twin track and a prototype build track.

For the term of this Agreement, the Challenge will be developed and conducted by the Partner to foster the development of novel recycling technologies. The Challenge is incentivized by a NASA-provided prize purse not to exceed \$3,000,000.00 (three million U.S. dollars) paid directly by NASA to the winner(s). Prize money will be allocated into separate pools and distributed in accordance with a pre-determined method as detailed in the Challenge rules. The Partner may solicit additional funding for the prize purse and administrative expenses from other sources, subject to NASA's prior concurrence. The winner(s) of the technology demonstration event(s) will be selected by a panel of judges, convened by the Partner with the concurrence of NASA, and based on the evaluation criteria and processes detailed in the Challenge rules; these rules are subject to mutual agreement by the Parties. The Partner will not receive any funding from NASA to perform its Challenge.

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Review, provide feedback, and facilitate concurrence in a timely and efficient manner to any Partner proposals to augment the Challenge purses from other sources and/or modify the name of the Challenge to reflect additional sponsorship;

2. Provide templates, examples and/or guidelines for Challenge documents which could include Frequently Asked Questions, reporting, eligibility checklist and certification for challenge winners;
3. Review, provide feedback, and facilitate concurrence in a timely and efficient manner to Challenge-related documents and materials submitted by the Partner;
4. NASA and the Partner will collaborate to compile a list of potential judges for the Challenge. This will be composed of qualified and impartial individuals, inside and outside NASA and in the private sector, who are responsible for selecting the winner(s). These individuals 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 Teams or Challenge Team sponsors. The Partner, its employees, officers, directors, and the immediate family of such employees, officers, directors and agents are not eligible to be judges in the Challenge;
5. Develop and prepare the challenge rules document, and submit to the following chain of approval:
 - a. NASA's Office of General Counsel will review and approve the challenge rules
 - b. NASA's Centennial Challenges Program Manager will review and approve the challenge rules, and will communicate the concurrence of General Counsel in writing;
6. Provide publicity announcements and a web link on the NASA website to the Partner-maintained Challenge website;
7. Announce the Challenge in the Federal Register in accordance with the National Aeronautics and Space Act (51 U.S.C. §20144);
8. Identify and solicit potential challenge participants;
9. Receive and review eligibility table from the Partner;
10. Receive the list of teams and executed Team Agreements in a timely and efficient manner as submitted by Partner;
11. Provide NASA representatives to attend the level(s) of the Challenge and Challenge-related management activities such as the meetings among judges, teams, and Partner personnel;
12. Support Partner's efforts in responding to all inquiries about the Challenge from the general public, prospective teams and registered teams;
13. Collaborate with Partner on administrative and technical matters and facilitate technical help, as requested by the Partner and deemed appropriate by NASA;

14. Review and address concerns raised in the bi-weekly, monthly and quarterly reports submitted by Partner and facilitate changes to the content and depth of the reports, as deemed necessary;
15. Review the written list of the winners for technology demonstration events as submitted by Partner;
16. Provide the purse award directly to the Team Leader of the winning team(s) for the Challenge upon receipt of the necessary financial transfer information from the winner(s) as 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. NASA retains final authority concerning decisions about whether to proceed with awards.);
17. Accept the post-Challenge written report regarding the effectiveness of the Challenge and recommendations for improvement;
18. Conduct the challenge according to the rules in a timely, efficient and safe manner in accordance with accepted industry standards, practices, and US regulations;
19. Collaborate to develop and support events designed to engage the K-12 community with a focus on under-served communities and MSIs;
20. Accept Outreach report following completion of designated education events;
21. Accept verification that teams have secured insurance and proof of insurance.

B. PARTNER will use reasonable efforts to:

1. Submit documents, review feedback, and obtain concurrence from NASA for any proposed sponsorships that augment the Challenge purse and/or modify the name of the Challenge;
2. The Partner will develop, prepare, and submit to NASA for its review, feedback, and concurrence the following Challenge-related documents including:
 - a. A Challenge Execution Plan that delineates how the Partner will conduct the Challenge, including, at a minimum, plans for personnel, publicity, and sponsorships
 - b. A Team Agreement to be entered into between the Partner and the competitors;
3. Finalize Challenge-related documents based on NASA review, feedback, and/or concurrence;
4. NASA and the Partner will collaborate to compile a list of potential judges for the Challenge. This will be composed of qualified and impartial individuals, inside and outside NASA and in the private sector, who are responsible for selecting the winner(s). These individuals 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 Teams or Challenge Team sponsors. The Partner, its employees, officers, directors, and the immediate family of such employees, officers, directors and agents are not eligible to be judges in the Challenge;

5. Support NASA in the development and preparation of the Challenge Rules document as requested by NASA;

6. Establish and maintain a dedicated public website for the duration of the Challenge that provides, at a minimum, current information regarding rules, logistics, Team Agreement template, team information reports, evaluation criteria and process, responses to all inquiries from the general public, prospective teams, and registered teams (Frequently Asked Questions); a social platform for prospective and registered teams to communicate and collaborate if desired;

7. Identify and solicit potential challenge participants;

8. Ensure compliance by all registered teams with the eligibility requirements delineated in the NASA Prize Authorization Act (51 U.S.C. § 20144). Record in a table that eligibility has been met, and submit the table to NASA;

9. Compile and submit to NASA a final list of registered teams and copies of executed Team Agreements for all registered competitors;

10. Compile and post team information for each registered team to the website as applicable throughout the Challenge timeline;

11. 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 Partner personnel;

12. Respond to all inquiries about the Challenge from the general public, prospective teams and registered teams. All official inquiries should be received in writing and responses posted in writing in the Frequently Asked Questions section of the website;

13. Collaborate with NASA on administrative and technical matters and facilitate technical help, as requested by NASA and deemed appropriate by the Partner;

14. Communicate any competitor-relevant decisions (e.g. rule changes) to competitors;

15. Collect and submit bi-weekly updates regarding, at a minimum, updates on team registration and other pertinent Challenge-related issues (The 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);

16. Collect and submit brief monthly status reports regarding, at a minimum, status of challenge milestones and risk assessment. (The 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);
17. Collect and submit a brief, quarterly report to NASA with competitors' aggregate reported information on their investments directly related to their participation in the Challenge;
18. Certify the judges properly select the winner(s) in compliance with the evaluation criteria and processes. Provide NASA a written list detailing the winner(s) for the technology demonstration events;
19. Draft and submit a post-Challenge written report that includes, at a minimum, an assessment of the effectiveness of the Challenge and recommendations for improvement to NASA;
20. Conduct the challenge according to the rules in a timely, efficient and safe manner in accordance with accepted industry standards, practices, and US regulations;
21. Collaborate to develop and support events designed to engage the K-12 community with a focus on underserved communities and MSIs;
22. Draft and submit an outreach report following the completion of designated education events.
23. Verify teams have secured insurance per the requirements in the team agreement and the prize authority and provide proof of insurance to NASA;

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. Partner will submit documents and review feedback regarding proposed augmentation to the Challenge purses from other sources or modification of the Challenge name due to sponsorship | As needed |
| 2. NASA will review, provide feedback, and facilitate concurrence for proposed augmentation to the Challenge purses from other sources or modification of the Challenge name due to sponsorship | Within two weeks of submission to NASA |
| 3. NASA will provide templates, examples and/or guidelines for Challenge documents to Partner | As needed |

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| 4. The Partner will develop, prepare, and submit to NASA Challenge-related documents for review, feedback, and concurrence | 4 weeks after Effective Date |
| 5. NASA will review, provide feedback, and facilitate concurrence on Challenge-related documents. | 2 weeks after submission of Challenge-related documents |
| 6. The Partner will finalize Challenge-related documents based on review, feedback, and concurrence | 1 week after concurrence on Challenge-related documents |
| 7. Parties will collaborate to compile a list of potential judges. | Four weeks after Effective Date |
| 8. NASA will develop and prepare the challenge rules document, and will facilitate the final approval of such document and communicate in writing to Partner when such approvals are final. | 6 weeks after Effective Date |
| 9. The Partner will support NASA in the development of the rules document as requested by NASA. | As needed |
| 10. The Partner will establish and maintain a dedicated public website for the Challenge | 6 weeks after Effective Date through December 31, 2027. |
| 11. NASA will provide publicity announcements and a web link to the Challenge website | 6 weeks after Effective Date through December 31, 2027. |
| 12. NASA will announce the Challenge in the Federal Register | Within 2 weeks after Authority to Proceed |
| 13. Parties will collaborate to identify and solicit potential challenge participants | From Effective Date through the close of the official registration period. |
| 14. Partner will ensure compliance by all registered teams with the eligibility rules; record in a table that eligibility has been met, and submit the table to NASA. | Within 4 weeks of team selection and at least 4 weeks prior to the competition |
| 15. NASA will receive and review eligibility table from the Partner. | Within 2 weeks of receipt of the eligibility table |
| 16. Partner will compile and submit a final list of registered teams and copies of signed team agreements to NASA | Within 4 weeks of team selection and at least 4 weeks prior to the competition |

17. NASA will receive the list of registered teams and copies of executed Team Agreements for all registered teams	Within 4 weeks of team selection and at least 4 weeks prior to the competition
18. Partner will publish team information reports to the website as applicable throughout the Challenge timeline.	Within 2 weeks of receipt of the team information
19. NASA will provide representatives to attend Challenge-related events	As needed
20. Partner will provide access to NASA representatives attending Challenge-related events	As needed
21. Partner will respond to all inquiries about the Challenge	As needed
22. NASA will support Partner's efforts in responding to all inquiries about the Challenge.	As needed
23. Parties will collaborate on administrative and technical matters	As needed
24. Partner will communicate any competitor-relevant decisions (e.g. rule changes) to competitors	As needed
25. Partner will collect and submit bi-weekly status reports to NASA	Monday of every other week following Effective Date
26. Partner will collect and submit monthly status reports to NASA	Last calendar day of each month following Effective Date
27. Partner will collect and submit quarterly status reports to NASA	Every 12 weeks following Effective Date until Level II Challenge concludes
28. NASA will review and address concerns raised in the bi-weekly, monthly and quarterly status reports	Within 1 week of submission of the status report
29. Partner will certify the judges properly select the winner(s) for technology demonstration events and provide to NASA a written list detailing the winners.	At time of successful attempt
30. NASA will review the written list of the winner(s) for technology demonstration events as submitted by Partner.	Within 7 calendar days after receiving the list of winners
31. NASA will provide purse award to the Team Leader of the winning team(s), if any	Within 60 days of receiving winner's information

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| 32. Partner will draft and submit to NASA a post-Challenge report. | Within 90 days of last technology demonstration event in the Challenge |
| 33. NASA will accept the post-Challenge report from Partner | At time of receipt of the report |
| 34. NASA and the Partner will collaborate to conduct the challenge according to the rules in a timely, efficient and safe manner. | As needed |
| 35. NASA and the Partner will collaborate to develop and support events designed to engage the K-12 community | As needed |
| 36. The Partner will draft and submit an outreach report. | 2 weeks after designated event |
| 37. NASA will accept the outreach report | At time of receipt of the report |
| 38. The Partner will verify teams have secured insurance per the requirements in the team agreement and the prize authority and provide proof of insurance to NASA. | 30 days prior to competition |
| 39. NASA will accept proof of insurance for competitor teams from the Partner. | At time of receipt of the report |

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 Parties agree to assume liability for their own risks associated with activities undertaken pursuant to this Agreement.

B. The Partner agrees to:

1. 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, and

2. 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.

C. Partner shall require registered participants to assume any and all risks and waive claims against the Federal Government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from their participation in a competition, whether such injury, death, damage, or loss arises through negligence or otherwise. For the purposes of this paragraph, the term "related entity" means a contractor or subcontractor at any tier, and a supplier, user, customer, cooperating party, grantee, investigator, or detailee (51 U.S.C. § 20144(e)(5)).

D. Partner shall require registered participants to obtain liability insurance or demonstrate financial responsibility, in amounts determined by the NASA Administrator, for claims by:

1. A third party for death, bodily injury, or property damage, or loss resulting from an activity carried out in connection with participation in a competition, with the Federal Government named as an additional insured under the registered participant's insurance policy and registered participants agreeing to indemnify the Federal Government against third party claims for damages arising from or related to competition activities; and

2. The Federal Government for damage or loss to Government property resulting from such an activity (51 U.S.C. § 20144(e)(6)).

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and Partner agree that the information and data exchanged in furtherance of the activities under this Agreement will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or otherwise agreed to by NASA and Partner for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

PARTNER will not require teams to provide any proprietary technical information except such information needed to ensure compliance with the Challenge rules and safety during the Challenge.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

1. The invention and patent rights set forth herein are applicable to any employees, contractors, subcontractors, or other entities having a legal relationship with Partner that are assigned, tasked, or contracted with to perform specified Partner activities under this Agreement. Partner agrees to inform such employees, contractors, subcontractors, or other entities of the obligations under this clause and to bind them to such obligations.

2. Based on the purpose and scope of this Agreement, and the responsibilities of the Parties, NASA has made an administrative determination that the provisions of section 305(a) of the National Aeronautics and Space Act of 1958, as amended (51 U.S.C. § 20135(b)), do not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) as a result of activities performed under this Agreement will remain with the respective inventing party(ies). No invention or patent rights are exchanged between or granted by such parties under this Agreement except that NASA and Partner agree to use reasonable efforts to identify and report to each other any invention that is believed to have been made jointly by employees of Partner and employees of NASA (including employees of such NASA contractors, subcontractors, or other entities), and to consult and agree as to the responsibilities and course of action to be taken to establish and maintain patent protection on such invention and on the terms and conditions of any license or other rights to be exchanged or granted by or between NASA and Partner.

ARTICLE 11. USE OF NASA NAME AND 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.

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.

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.

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 four (4) years from 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

<u>NASA George C. Marshall Space Flight Center</u> Kim Krome Deputy Program Manager, Centennial Challenges Mail Stop: ST21 Marshall Space Flight Center, AL 35812 Phone: 256-694-9677 kim.krome@nasa.gov	<u>University of Alabama</u> Dr Rajiv Doreswamy Director Space Technology and Engineering Research College of Engineering Box 807200 Tuscaloosa, AL. 35847 Phone: 256-797-7523 rdoreswamy@ua.edu
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Technical Points of Contact

<u>NASA George C. Marshall Space Flight Center</u> Kim Krome Deputy Program Manager, Centennial Challenges Mail Stop: ST21 Marshall Space Flight Center, AL 35812	<u>University of Alabama</u> Dr Rajiv Doreswamy Director Space Technology and Engineering Research College of Engineering Box 807200 Tuscaloosa, AL. 35847
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Phone: 256-694-9677
kim.krome@nasa.gov

Phone: 256-797-7523
rdoreswamy@ua.edu

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. MODIFICATIONS

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

ARTICLE 22. 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 23. 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 24. 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 25. 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
GEORGE C. MARSHALL SPACE
FLIGHT CENTER

THE UNIVERSITY OF ALABAMA

BY: _____
Julie Bassler
Manager, Science and Technology
Office

DocuSigned by:
Lauren A. Wilson
BY: _____
0EE01471A05F48A...
Lauren Wilson, JD
Associate Vice President for
Research Agreements

DATE: _____

DATE: Jun-17-2024