

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
SPACE ADVENTURES, LTD.
AND
NASA
FOR
YOUTUBE/SPACE ADVENTURES SPACE LAB CONTEST

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 NASA National Aeronautics and Space Administration located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA HQ," "HQ," or "NASA") and Space Adventures, Ltd. located at 8000 Towers Crescent Drive, Suite 1000, Vienna, VA 22182, (hereinafter referred to as "Space Adventures" or "PARTNER"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA is operating a share of the U.S. accommodations of the International Space Station ("ISS") as a national laboratory in accordance with Section 507 of the NASA Authorization Act of 2005 (51 U.S.C. § 70905). Section 507 of said Act designated the U.S. segment of the ISS a national laboratory and instructed NASA to "seek to increase the utilization of the ISS by other Federal entities and the private sector through partnerships, cost-sharing agreements, and other arrangements that would supplement NASA funding of the ISS." (51 U.S.C. §§ 70905(b) and (c)(1).)

In furtherance of this mandate, NASA released an announcement entitled "OPPORTUNITY FOR THE USE OF THE INTERNATIONAL SPACE STATION BY DOMESTIC ENTITIES OTHER THAN U.S. FEDERAL GOVERNMENT AGENCIES" (the "Announcement") in August of 2009. In the Announcement, NASA sought proposals from domestic entities, other than U.S. federal government agencies, interested in conducting "basic and applied research, technology development and industrial processing (collectively, R&D)" on the U.S. ISS national laboratory. Moreover, the Announcement stated that "[p]roposed activities should involve R&D, including, but not limited to... education and should demonstrate potential benefit to the public, such as... improving [Science, Technology, Engineering, and Mathematics ('STEM')] education."

Space Adventures, Ltd. ("Space Adventures") responded to the Announcement with a proposal to utilize the ISS to promote STEM education by conducting a competition for students to design a STEM experiment for the ISS. NASA reviewers evaluated Space Adventures' proposal in accordance with the process, criteria, and factors outlined in the Announcement. Based on that assessment, the reviewers recommended that NASA begin negotiations with Space Adventures to define the terms and conditions of a Space Act

Agreement supporting the project and to align the proposal with the on-orbit resources available. This Agreement is the result of those negotiations.

Under this Agreement, Space Adventures, in consultation with NASA, will design and conduct a contest for students aged 14-18 to design a STEM experiment for the ISS. A committee of experts will review all submissions, and select several experiments for additional review by NASA. Finalists' experiments will be launched to the ISS, and ISS astronauts will conduct an on-orbit demonstration. Teachers and students will be able to follow the major developments in the competition, and watch the experiments conducted live from the ISS via online video, providing all operational constraints to allow live video can be met.

NASA and Space Adventures, Ltd. intend that participants and viewers will come away with a better understanding and appreciation of NASA's current and future mission. The Partners further intend that the activities will encourage children and young adults to develop creative and analytical abilities by working on teams to solve real-world problems using leading-edge information technology and tools.

ARTICLE 3. RESPONSIBILITIES

A. Space Adventures will use reasonable efforts, in accordance with current U.S. law and policy, to:

1. Design an ISS experiment-design contest ("the Contest").
 - a. Domestic (U.S.) and foreign students, aged 14 to 18, will be eligible to participate.
 - b. The Contest design will include the following (which shall be pre-approved by NASA):
 - i. An education rubric for evaluating entries;
 - ii. A set of Contest parameters;
 - iii. Entry guidelines (which include the minimum data required by NASA for feasibility evaluation and allows the capturing of metrics to determine the educational value of the Contest to the students who participated);
 - iv. A list of prohibited materials and pre-approved items/materials; and
 - v. Evaluation criteria
2. Conduct the Contest. In conducting the Contest, Space Adventures will use reasonable efforts to:
 - a. Advertise the Contest to maximize the number of entries;
 - b. Draft a script for a video of crew aboard the ISS promoting the Contest, and submit the script for NASA's review and approval;
 - c. Ensure any video produced as a result of the competition is 508 compliant;

d. Provide a method for students to submit their entries in accordance with the entry guidelines described in subparagraph A.1.b.iii above;

e. Form and coordinate an initial screening panel, which will review Contest entries and select a group of semi-finalists; and

f. Form and coordinate a panel of judges with STEM education experience, including representative(s) from NASA Education, to select the winning design teams ("Finalists") from the pool of semi-finalists. The NASA representative(s) must concur in the selection of each Finalist.

3. Design, distribute, and support Contest-related educational content through the following activities:

a. Develop lesson plans (pre-approved by NASA) which help teachers use the Contest in their classroom curriculum;

b. Establish and maintain a Contest website for distributing educational content to entrants and teachers; and

c. Broadcast real time video of Finalists' experiments being conducted aboard the ISS.

4. Otherwise support the Contest, and related activities. In fulfillment of this responsibility, Space Adventures will use reasonable efforts to:

a. Serve as the Payload Developer for Finalists' experiments;

b. Perform and/or pay for flight certification of any hardware required to conduct Finalists' experiments; and

c. Provide awards to Finalists, including by funding any room, board, and transportation provided to Finalists.

B. NASA/will use reasonable efforts, in accordance with current U.S. law and policy, to:

1. Provide Space Adventures a list of available items and materials onboard the ISS as well as pre-approved items and materials (such as batteries).

2. Provide a NASA education specialist to review and approve the Contest design and related materials.

3. Provide educational content for the Contest website in the form of already developed NASA educational videos and other NASA Education on-line educational resources.

4. Promote the Contest directly to schools through NASA and ISS partner educational resources.

5. Provide crew time and on board resources to videotape a promotional message for the Contest.

7. Provide one (1) or more judges, including a representative(s) from NASA Education, to serve on the panel of judges selecting the winning design teams ("Finalists") from the pool of semi-finalists. The NASA representative(s) must concur in the selection of each Finalist.
8. Provide up to twenty kilograms (20 kg) of upmass to transport Finalists' experiments, including necessary equipment, to the U.S. ISS national laboratory.
 - a. Downmass will be provided as available and as required to provide results of Finalists' experiments.
9. Provide up to six (6) hours of crew time to conduct Finalists' experiments on the U.S. ISS national laboratory.
 - a. NASA will videotape crew conducting Finalists' experiments with live NASA TV downlink to the ground (crew time and operational constraints permitting). NASA will provide a live video downlink providing all operational constraints to allow live video are met.
 - b. NASA will provide Space Adventures information on how to access the NASA TV downlink for rebroadcasting.
10. Provide tours of either JSC or KSC facilities, if requested and subject to security requirements, to the Finalists.

ARTICLE 4. SCHEDULE AND MILESTONES

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

- | | |
|---|-----------------|
| 1. Script provided for on orbit promotional video | June 2011 |
| 2. NASA provides list of available items and materials onboard the ISS as well as pre-approved items and materials. | June 2011 |
| 3. NASA identifies its required evaluation metrics | August 2011 |
| 4. Contest design provided to NASA for approval | August 2011 |
| 5. Contest website launched | October 2011 |
| 6. Contest announced | October 2011 |
| 7. Contest open for submissions | October 2011 |
| 8. Entry deadline | November 2011 |
| 9. Certified flight hardware provided to NASA for launch | March 2012 |
| 10. Finalists announced | January 2012 |
| 11. Hardware launched to the U.S. ISS national laboratory | May 2012 |
| 12. Finalists' experiments conducted on the U.S. ISS national laboratory | Increment 31/32 |

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

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA personnel, facilities and 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 usage of the facilities, equipment, and personnel shall have priority over the usage 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 commercial users, NASA, in its sole discretion, shall determine the priority as between the two users. 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 U.S. private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

1. 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.

2. For the purposes of this Article:

a. The term "Damage" means:

- (i) Bodily injury to, or other impairment of health of, or death of, any person;
- (ii) Damage to, loss of, or loss of use of any property;
- (iii) Loss of revenue or profits; or
- (iv) Other direct, indirect, or consequential Damage.

b. 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.

c. 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.

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

e. 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:

(i) 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

(ii) 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.

f. The term "Related Entity" means:

(i) A contractor or subcontractor of a Party or a Partner State at any tier;

(ii) A user or customer of a Party or a Partner State at any tier; or

(iii) 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 (2)(f)(i) through (2)(f)(iii) of this Article or otherwise engaged in the implementation of Protected Space Operations as defined in paragraph (2)(e) above.

g. 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.

3. Cross-waiver of liability:

a. 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 (3)(a)(i) through (3)(a)(iv) 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:

(i) Another Party;

(ii) A Partner State other than the United States of America;

- (iii) A Related Entity of any entity identified in paragraph (3)(a)(i) or (3)(a)(ii) of this Article; or
 - (iv) The employees of any of the entities identified in paragraphs (3)(a)(i) through (3)(a)(iii) of this Article.
- b. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability, as set forth in paragraph (3)(a) of this Article, to its Related Entities by requiring them, by contract or otherwise, to:
- (i) Waive all claims against the entities or persons identified in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article; and
 - (ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article.
- c. 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.
- d. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:
- (i) Claims between a Party and its own Related Entity or between its own Related Entities;
 - (ii) 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;
 - (iii) Claims for Damage caused by willful misconduct;
 - (iv) Intellectual property claims;
 - (v) Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph (3)(b) of this Article; or
 - (vi) Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.
- e. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

1. General

(a) "Related Entity" as used in this Data Rights clause, means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted with to perform specified NASA or Partner activities under this Agreement.

(b) "Data," as used in this Data Rights clause, means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, data of a scientific or technical nature, computer software and documentation thereof, and data comprising commercial and financial information.

(c) "Proprietary Data," as used in this Data Rights clause, means Data embodying trade secrets developed at private expense or comprising commercial or financial information that is privileged or confidential, and is marked with a suitable restrictive notice, provided that such Data: is not known or available from other sources without obligations concerning its confidentiality; has not been made available by the owners to others without obligation concerning its confidentiality; is not already available to the Government without obligation concerning its confidentiality; has not been developed independently by persons who have had no access to the information; and, is not required to be disclosed pursuant to Federal statute, law, regulation, or valid court order.

(d) The Data rights set forth herein are applicable to employees of Partner and employees of any Related Entity of Partner. Partner shall ensure that its employees and employees of any Related Entity that perform Partner activities under this Agreement are aware of the obligations under this clause and that all such employees are bound to such obligations.

(e) Data exchanged between NASA and Partner under this Agreement will be exchanged without restriction as to its disclosure, use, or duplication except as otherwise provided in this clause.

(f) No preexisting Proprietary Data will be exchanged between the Parties under this Agreement unless specifically authorized in this clause or in writing by the owner of the Proprietary Data.

(g) In the event that Data exchanged between NASA and Partner include a restrictive notice that NASA or Partner deems to be ambiguous or unauthorized, NASA or Partner may notify the other Party of such condition. Notwithstanding such a notification, as long as the restrictive notice provides an indication that a restriction on use or disclosure was intended, the Party receiving such Data will treat the Data pursuant to the requirements of this clause unless otherwise directed in writing by the Party providing such Data.

2. Data First Produced by Partner Under this Agreement

In the event Data first produced by Partner (or any Related Entity of Partner) in carrying out Partner responsibilities under this Agreement is furnished to NASA, and Partner considers such Data to be Proprietary Data, and such Data is identified with a suitable restrictive notice, NASA will use reasonable efforts to maintain the Data in confidence and such Data will be disclosed and used by NASA and any Related Entity of NASA (under suitable protective conditions) only for carrying out NASA responsibilities under this Agreement. Upon completion of activities under this Agreement, such Data will be disposed of as requested by Partner.

3. Data First Produced by NASA under this Agreement

Except for data disclosing an invention owned by NASA for which patent protection is being considered, in the event Partner requests that Data first produced by NASA (or any Related Entity of NASA) in carrying out NASA's responsibilities under this Agreement be maintained in confidence, and to the extent NASA determines that such Data would be Proprietary Data if it had been obtained from Partner, NASA will mark such Data with a

restrictive notice and will use reasonable efforts to maintain such marked Data in confidence for the duration of this Agreement, with the express understanding that during the aforesaid restricted period such marked Data may be disclosed and used by NASA and any Related Entity of NASA (under suitable protective conditions) only for carrying out NASA responsibilities under this Agreement. Upon completion of activities under this Agreement, such marked Data will be disposed of as requested by Partner.

4. Publication of Results

(a) Recognizing that section 203 of the National Aeronautics and Space Act (51 U.S.C. § 20112(a)(3)), as amended, requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof, and that the dissemination of the results of NASA activities is one of the considerations for this Agreement, NASA will coordinate proposed publication of results with Partner in a manner that allows Partner a reasonable amount of time to review and comment on proposed publications.

(b) Consistent with other obligations in this clause, NASA agrees that it will not publish any results without first receiving permission from Partner.

5. Data Disclosing an Invention

In the event Data exchanged between NASA and Partner discloses an invention for which patent protection is being considered, the furnishing Party specifically identifies such Data, and the disclosure and use of such Data is not otherwise limited or restricted herein, the receiving Party agrees to withhold such Data from public disclosure for a reasonable time (presumed to be 1 year unless mutually agreed otherwise or unless such information is restricted for a longer period herein) in order for patent protection to be obtained.

6. Copyright

In the event Data is exchanged with a notice indicating that the Data is copyrighted and there is no indication that such Data is subject to restriction under paragraphs 2 or 3 of this clause (i.e., Data is not marked with a restrictive notice as required by paragraphs 2 or 3 of this clause), such Data will be presumed to be published and the following royalty-free licenses will apply.

(a) If it is indicated on the Data that the Data existed prior to, or was produced outside of, this Agreement, the receiving Party and others acting on its behalf, may reproduce, distribute, and prepare derivative works only for carrying out the receiving Party's responsibilities under this Agreement.

(b) If the Data does not contain the indication of (a) above, the Data will be presumed to have been first produced under this Agreement and, except as otherwise provided in paragraph 5 of this clause and in the Inventions and Patent Rights clause of this Agreement for protection of reported inventions, the receiving Party and others acting on its behalf may reproduce, distribute, and prepare derivative works for any purpose.

7. Data Subject to Export Control

Technical data, whether or not specifically identified or marked, that is subject to the export laws and regulations of the United States and that is provided to Partner under this Agreement will be treated as such, and will not be further provided to any foreign persons or transmitted outside the United States without proper U.S. Government authorization, where required.

ARTICLE 10. 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 the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Communications 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 Communications 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.

ARTICLE 11. 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 12. 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 13. 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.

ARTICLE 14. 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 3 years from the date of the last signature, whichever comes first.

ARTICLE 15. RIGHT TO TERMINATE

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

ARTICLE 16. 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 17. MANAGEMENT POINTS OF CONTACTS

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

Technical Points of Contact

NASA National Aeronautics and Space Administration

Mark Severance

ISS National Laboratory Education Projects Manager

NASA Johnson Space Center

2101 NASA Parkway

Houston, Texas 77058

Phone: 281-483-0384

mark.t.severance@nasa.gov

Space Adventures, Ltd.

Akane McCarthy

VP of Program Operations

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Suite 1000

Vienna, VA 22182

Phone: 703-894-2193

amccarthy@spaceadventures.com

Business/Administrative Points of
Contact

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Administration

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Business/Administrative Points of
Contact

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Administration

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NASA Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058
Phone: 281-483-9122
Fax: 281-244-8292
marybeth.a.edeen@nasa.gov

ARTICLE 18. 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 "Management Points of Contact." The persons identified as the "Management 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 19. 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 20. 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 21. 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 22. 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 23. 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

BY: William H Gerstenmaier

William H. Gerstenmaier
Associate Administrator
for Space Operations
Mail Suite: 7K39
300 E Street SW
Washington, DC 20546

DATE: 9 Sept 2011

SPACE ADVENTURES, LTD.

BY: Akane McCarthy

Akane McCarthy
Vice President of Program Operations
8000 Towers Crescent Drive
Suite 1000
Vienna, VA 22182
Phone: 703-894-2193
amccarthy@spaceadventures.com

DATE: 9/20/11

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

BY: Leland Melvin

Leland Melvin
Associate Administrator for Education
300 E Street SW
Washington, DC 20546

DATE: 9-1-11