

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND WOUNDED WARRIOR PROJECT
FOR HOUSTON SOLDIER RIDE.

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 WOUNDED WARRIOR PROJECT located at 1 S. Nevada Ave, Ste 205, Colorado Springs, CO 80903 (hereinafter referred to as "Partner" or "WWP"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

Wounded Warrior Project (WWP) is a 501(c)(3) non-profit corporation headquartered in Jacksonville, Florida whose mission is to honor and empower Wounded Warriors. WWP's purpose is to raise awareness and enlist the public's aid for the needs of severely injured service men and women; to help severely injured service men and women aid and assist each other; and to provide unique, direct programs and services to meet the needs of severely injured service men and women. One of the direct programs sponsored by WWP is Soldier Ride.

Soldier Ride is a unique four to five-day cycling opportunity for Wounded Warriors that uses cycling and the bonds of service to overcome physical, mental, or emotional wounds. The rides further Wounded Warriors' rehabilitation through cycling and help Wounded Warriors gain confidence and encourage them to pursue active lifestyles despite their injuries. Wounded Warriors of all ability levels participate in Soldier Rides using state-of-the-art adaptive hand cycles, trikes, and bicycles that accommodate Warriors' various injuries and disabilities. Communities play a key role in making each Soldier Ride a success. WWP conducts a Soldier Ride in Houston annually. This five-day event include time for travel, bike fitting, a short ride and a longer ride in addition to other social and recreational activities for participating Warriors.

NASA JSC and WWP are partnering so that a portion of the short ride conducted each year can be held on site at NASA JSC. The short ride will start and finish on site at NASA JSC with the majority of the ride being conducted though neighboring municipalities. Approximately 50 Wounded Warriors and 15 WWP staff members are expected to participate in the short ride annually. In addition, NASA JSC will work with WWP to identify a location where participating Wounded Warriors can eat lunch on site at JSC after the event. The Soldier Ride cycling event fosters favorable community

relations between NASA JSC, neighboring communities, and current and former service members.

The activities conducted under this agreement also further NASA Agency goals articulated in the Diversity and Inclusion Strategic Implementation Plan published by the Office of Diversity and Equal Opportunity (ODEO). Accommodating the start and finish of this adaptive cycling event on site at JSC furthers the stated ODEO goals of actively partnering and building constructive relationships with community-based organizations to expand outreach. Publicizing the event to the JSC workforce furthers JSC's Diversity and Inclusion communications and education strategies.

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Coordinate with WWP on the planned route, including the portion of the short ride event that will start and finish on site at JSC.
2. Provide access to JSC grounds on the day of the short ride event for each Soldier Ride participant, support personnel, and WWP staff.
3. Provide security personnel for traffic control and assist Soldier Ride organizers and participants, as necessary.
4. Notify the JSC workforce of the adaptive cycling event and invite JSC employees to use personal time to come out and observe adaptive cycling and support the Soldier Ride participants.

B. WWP will use reasonable efforts to:

1. Coordinate with NASA JSC personnel on the planned route, including the portion of the short ride event that will start and finish on site at JSC.
2. Organize and manage the execution of the Soldier Ride Houston event.
3. Provide all equipment and logistical support required for the short ride event that will start and finish on site at JSC.
4. Provide NASA JSC with information on the number of registered riders, support personnel, and WWP staff participating in the short ride event at least one week prior to event.
5. Deliver to NASA JSC a map of the planned route for the short ride event at least one week prior to the Soldier Ride Houston event.

ARTICLE 4. SCHEDULE AND MILESTONES

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

NASA JSC and WWP will coordinate on a planned route on site at JSC for the short ride event scheduled annually	At least one week prior to Event
WWP will provide NASA with a map of the planned route for the short ride event.	At least one week prior to Event
WWP will provide NASA JSC with information on the number of registered riders, support personnel, and WWP staff participating in the short ride event	At least one week prior to Event
NASA will provide access to JSC grounds to registered riders, support personnel, and WWP staff and provide security personnel to facilitate site access.	On the day of the Event
WWP will organize and manage the execution of the Soldier Ride Houston event and provide all equipment and logistical support required for the short ride event that will start and finish on site at JSC.	Throughout the Agreement

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 AND RISK OF LOSS

A. 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.

B. 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

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

ARTICLE 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 five years from the Effective Date, whichever comes first.

ARTICLE 16. RIGHT TO TERMINATE

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

ARTICLE 17. CONTINUING OBLIGATIONS

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

ARTICLE 18. 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

Lisa Gurgos
Lead, Special Events Coordinator
Mail Stop: JA
2101 NASA Parkway
Houston, Texas 77058
Phone: 281-244-8133
lisa.gurgos@nasa.gov

WOUNDED WARRIOR PROJECT

Jonas Harmon
Regional Director, Soldier Ride
1 S. Nevada Ave., Suite 205
Colorado Springs, CO 80903
Phone: 719-377-9493
jharmon@woundedwarriorproject.org

ARTICLE 19. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this 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 20. MODIFICATIONS

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

ARTICLE 21. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 22. APPLICABLE LAW

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

ARTICLE 23. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect 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 24. LOAN OF GOVERNMENT PROPERTY

No loan of Government property is anticipated.

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
LYNDON B. JOHNSON SPACE
CENTER

WOUNDED WARRIOR PROJECT

BY: JOEL WALKER
Joel B. Walker
Director, Center Operations

BY: Jonas Harmon
Jonas Harmon
Regional Director, Soldier Ride

DATE: 3-31-20

DATE: 3.30.2020