

NONREIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND AMERICAN GEOPHYSICAL UNION  
FOR COOPERATIVE PLANNING OF ASTROBIOLOGY SCIENCE CONFERENCES (ABSCICON)

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, located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA") and American Geophysical Union located at 2000 Florida Ave. NW, Washington, DC 20009-1374 (hereinafter referred to as "Partner" or "AGU"). NASA and AGU 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 coordinating planning and logistics activities, as well as shared responsibilities for program content, for the Astrobiology Science Conference (AbSciCon). NASA and AGU would like to coordinate AbSciCon activities to ensure that all opportunities are explored and support each Party's efforts in developing and executing the AbSciCon(s).

AbSciCon is a community-supported astrobiology conference that provides a forum for reporting on new discoveries, sharing data and insights, advancing collaborative efforts and initiating new ones, planning new projects, and educating the next generation of astrobiologists. AbSciCon typically has featured plenary sessions on current and thought-provoking topics, topical sessions, evening programs, and public and educational events. The conference format has included expanded abstracts or formal technical papers and an exhibition. Historically, each AbSciCon has attracted broad participation and, therefore, may have more than one parallel technical track. Additionally, recent AbSciCons have specifically focused on improving diversity and inclusion by increasing access to all interested attendees, and by providing on-site childcare resources, mentorship programs, and reduced conference costs for students.

Over the past two decades, NASA has been involved with the AbSciCon, including hosting the inaugural conference in 2000 at NASA Ames Research Center. AbSciCon has evolved from an event focused on approximately 100 NASA-funded researchers into a major outlet for over 1,000 members of the astrobiology community to share and exchange ideas with colleagues around the globe. NASA's role with AbSciCon has evolved as well away from being host (e.g. leading organization), to being one supporting organization. NASA values this opportunity

which advances the entire field of astrobiology and the work of our NASA-funded researchers. NASA has found that partnering with other organizations with similar interests and complementary goals in supporting the astrobiology community has been a successful way to respond and adapt to the needs of this diverse and growing community.

The American Geophysical Union (AGU) partnered with NASA for AbSciCon in 2019 and in preparing for the 2021 meeting, which was postponed due to the pandemic. AGU regularly manages meetings of the size of AbSciCon, and brings extensive experience in convening, leading, and managing meetings of all sizes and scale in both online and onsite environments. The AGU community is also a primary contributor to the AbSciCon meeting. Science from many of AGU's sections are featured in this meeting, and AGU members are a large portion of the attendees.

AGU may also coordinate with additional partnering organizations, such as the American Astronomical Society (AAS) and American Society of Microbiology (ASM). Collectively, these organizations represent much of the core science featured at AbSciCon. This collaboration also allows for outcomes and highlights of the meeting to extend to other society activities and meetings.

### ARTICLE 3. RESPONSIBILITIES

- A. NASA will use reasonable efforts to perform the following:
1. Identify potential scientific program host organizations and meeting chair. The meeting chair leads the science organizing committee (SOC).
  2. Assume a support role for raising awareness of the AbSciCon, to include:
    - a. Distributing informational materials and e-mails and sharing information about the AbSciCon among the NASA Astrobiology community.
    - b. Establishing jointly with AGU common print and visual elements to create a unique "integrated methods, applications, and science" brand for the AbSciCon(s) held under this Agreement.
    - c. Developing jointly with AGU style guidelines, templates, an address font, color specifics, and technical specifications. These style guidelines and templates will be reviewed and agreed upon by both Parties and made available for use with AbSciCon and any related spinoff AbSciCons.
    - d. Develop and provide the AbSciCon logo using the jointly agreed upon visual elements and style guidelines.
  3. Provide leads and contacts for potential exhibitors from outside AGU's core market.
  4. Identify potential conflicts (in terms of date or location) with other NASA-related events. Any conflicts should be addressed early in the AbSciCon planning.
  5. Support the development of the Technical Program.
  6. Provide and coordinate audiovisual equipment (including projectors, sound equipment, time monitoring) and associated support, such as personnel for troubleshooting, for the AbSciCon sessions. AGU will provide NASA with the specific needs and a list of providers available at the venue location.

7. In coordination with AGU, provide and coordinate delivery of materials for the AbSciCon location, including posterboard rental, registration desk set up, and signage. AGU will provide NASA with the specific needs and a list of providers available at the venue location.
8. In coordination with AGU, provide support for software, telecommunications (including wifi), and technical assistance for the AbSciCon, including the abstract management system, the speaker ready room, and meeting app. AGU will provide NASA with the specific needs and a list of providers available at the venue location.
9. In coordination with AGU, provide photography, videography, and livestreaming of the AbSciCon sessions, including archiving footage on the AbSciCon Web site. AGU will provide NASA with the specific needs and a list of providers available at the venue location.
10. In coordination with AGU, create a linked page on NASA's Web site to distribute the Technical Program to potential attendees.
11. In coordination with AGU, determine a mutually agreeable format for the AbSciCon that may include partial or fully virtual options.
12. Consult with AGU before deciding upon and announcing the location of the AbSciCons to be held during the term of this Agreement.
13. In coordination with AGU, develop and distribute a Code of Conduct for the AbSciCon and associated activities. The Code of Conduct will be approved and adopted by the SOC set up by the Parties for AbSciCon. The Parties intend to set expectations for AbSciCon under AGU's meeting code of conduct, ethics policy, and Safe AGU program.
  - a. The AGU Meeting Code of Conduct can be found at <https://www.agu.org/Plan-for-a-Meeting/AGUMeetings/Meetings-Resources/Meetings-code-of-conduct>.
  - b. The AGU Scientific Integrity and Professional Ethics Policy can be found at [https://www.agu.org/-/media/Files/Learn-About-AGU/AGU\\_Scientific\\_Integrity\\_and\\_Professional\\_Ethics\\_Policy\\_document.pdf](https://www.agu.org/-/media/Files/Learn-About-AGU/AGU_Scientific_Integrity_and_Professional_Ethics_Policy_document.pdf).
  - c. Information about the AGU SAFE Program can be found at <https://www.agu.org/Learn-About-AGU/About-AGU/Ethics/SafeAGU>.

B. AGU will use reasonable efforts to perform the following:

1. Assume financial and management responsibility for developing and executing the AbSciCon, to include:
  - a. Appointing a meetings manager responsible for organizing the AbSciCon and coordinating activities between the two organizations and the program leads and program committee. These duties will be planned and executed under the guidelines described in this Agreement.
  - b. Creating and managing the AbSciCon Web site. This would include archiving AbSciCon Web site content for posterity and historical purposes.
  - c. Managing the AbSciCon registration, including coordinating and securing hotel meeting location and other hotel relations. This would also include

reserving and determining appropriate funding source to pay for any additional meetings rooms for concurrent or adjacent meetings organized by attendees.

- d. Replying to inquiries about AbSciCon participation with all available information.
  - e. Designing and circulating e-mail reminders to further support the AbSciCon.
2. Manage an exhibition, if included as part of the AbSciCon.
  3. Identify potential conflicts (in terms of date or location) with other AGU events. Any conflicts should be addressed early in the AbSciCon planning.
  4. Assume responsibility for marketing of the AbSciCon, to include:
    - a. Assuring that the AbSciCon will carry a cohesive marketing theme using jointly agreed upon messaging and branding elements that will be carried throughout all promotional materials.
    - b. Developing a cohesive marketing plan that could include deliverables such as a program preview, an on-site program, a joint press release, an advertisement on AGU's communication medium(s) and, at a minimum, two (2) e-mails sent to appropriate AGU members.
    - c. Supporting the marketing of the AbSciCon by distributing marketing materials and emails to the appropriate members and championing the AbSciCon among its members and across the broad international community.
    - d. Establishing jointly with NASA common print and visual elements to create a unique "integrated methods, applications, and science" brand for the AbSciCon held under this Agreement.
    - e. Developing jointly with NASA style guidelines, templates, an address font, color specifics, and technical specifications. These style guidelines and templates will be reviewed and agreed upon by both AGU and NASA and made available for use with the AbSciCon and any related spinoff AbSciCons. Any proposed use of the NASA name, initials, or emblems should be submitted for approval, per Article 12.
  5. Create and issue an announcement for the AbSciCon and a call for contributions, which will be distributed to AGU members and the NASA community, and directly to individuals whom may have an interest in contributing to particular technical sessions.
  6. Manage the distribution and updates to the Technical Program, once developed.
  7. Distribute the Technical Program to potential attendees and post it to the AbSciCon Web site at least three (3) months in advance of the AbSciCon.
  8. Prepare and submit contributor kits to the AbSciCon contributor. These kits will outline the required format to meet the AbSciCon publication guidelines.
  9. Assemble Abstracts for distribution in electronic form.
  10. Design, print, and distribute a program preview and an on-site program.

11. Create and conduct post-AbSciCon surveys of attendees and exhibitors. The results of these surveys will be made available to NASA within three (3) months of the conclusion of the AbSciCon.
12. Develop and produce registration reports and provide to NASA within three (3) months of the conclusion of the AbSciCon.
13. Track and record demographics of the AbSciCon participation and provide to NASA within three (3) months of the conclusion of the AbSciCon.
14. Prepare a closing document, which reports staff recommendations to enhance future events in this series and provide to NASA within (3) months of the conclusion of the AbSciCon. This document must include details on:
  - a. Number of Actual Attendees, including:
    - i. NASA employees
    - ii. AbSciCon Support Contractors
    - iii. Other U.S. Government
    - iv. Other Non-Government
15. In coordination with NASA, determine a mutually agreeable format for the AbSciCon that may include partial or fully virtual options.
16. Provide all financial oversight and reporting for the AbSciCon utilizing AGU's financial policies.
17. Work jointly with NASA to decide upon and announce the location of the AbSciCons to be held during the term of this Agreement.
18. In coordination with NASA, develop and distribute a Code of Conduct for AbSciCon and associated activities. The Code of Conduct will be approved and adopted by the SOC set up by the Parties for AbSciCon. The Parties intend to set expectations for AbSciCon under AGU's meeting code of conduct, ethics policy, and Safe AGU program.
  - a. Additionally, provide bystander intervention training services for the AbSciCon.
  - b. The AGU Meeting Code of Conduct can be found at <https://www.agu.org/Plan-for-a-Meeting/AGUMeetings/Meetings-Resources/Meetings-code-of-conduct>.
  - c. The AGU Scientific Integrity and Professional Ethics Policy can be found at [https://www.agu.org/-/media/Files/Learn-About-AGU/AGU\\_Scientific\\_Integrity\\_and\\_Professional\\_Ethics\\_Policy\\_document.pdf](https://www.agu.org/-/media/Files/Learn-About-AGU/AGU_Scientific_Integrity_and_Professional_Ethics_Policy_document.pdf).
  - d. Information about the AGU SAFE Program can be found at <https://www.agu.org/Learn-About-AGU/About-AGU/Ethics/SafeAGU>.
19. Participate in a scheduled weekly or monthly status teleconference between AGU and NASA.
20. Adhere to NASA's Media Usage Guidelines (<https://www.nasa.gov/multimedia/guidelines/index.html>) in connection with any use of NASA materials.

21. Provide NASA with the specific needs associated with on-site logistics, such as audiovisual, livestreaming, posterboard rental, and registration setup, and a list of providers available at the venue location.

AGU may collect registration fees to offset their costs related to hosting AbSciCon, and any funds received through registration fees will be solely used for AGU’s portion of the costs of the AbSciCon activities. The NASA name, initials, Insignia or other identifiers in any form shall not appear in any solicitation for registration for AbSciCon, or in any promotion or advertisement that includes requirements for registration for AbSciCon.

Sponsorships may also be sold by AGU. Sponsorship will be contingent on the sponsor's compliance with both Party's Guidelines, Policies, and all applicable laws and regulations. Any funds received from sponsors will be solely used for AGU’s portion of the costs of the AbSciCon activities. The NASA name, initials, Insignia or other identifiers in any form shall not appear in any such solicitation for a sponsorship, or in any promotion or advertisement for a sponsor in connection with the AbSciCon.

ARTICLE 4. SCHEDULE AND MILESTONES

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

Milestone 1: AbSciCon 2022 final budget review	Summer/Fall 2021
Milestone 2: AbSciCon 2022 monthly Chair/SOC meetings	Ongoing, monthly
Milestone 3: AbSciCon 2022 Technical Program published	Early Spring 2022 (approx. Feb 15, 2022)
Milestone 4: AbSciCon 2024 & AbSciCon 2026 venue and date selection	May 1, 2022 (ideally 4 years prior to meeting)
Milestone 5: AbSciCon 2022, including announcement of AbSciCon 2024 meeting information	May 15-20, 2022
Milestone 6: Final AbSciCon 2022 reports	August 2022
Milestone 7: AbSciCon 2024 monthly Chair/SOC meetings	Begin Fall 2022, ongoing, monthly
Milestone 8: AbSciCon 2024 communications, logos, sponsor plans created	Winter 2022-Spring 2023
Milestone 9: AbSciCon 2024 meeting design with program chairs and AGU	Spring 2023
Milestone 10: AbSciCon 2024 preliminary budget review	Summer 2023 (1 year prior to meeting)
Milestone 11: AbSciCon 2024 final budget review	Fall 2023

	(9 months prior to meeting)
Milestone 12: AbSciCon 2024 Technical Program published	Spring 2024 (90 days prior to meeting)
Milestone 13: AbSciCon 2024, including announcement of AbSciCon 2026 meeting information	Summer 2024
Milestone 14: AbSciCon 2026 monthly Chair/SOC meetings	Begin Fall 2024, ongoing, monthly
Milestone 15: AbSciCon 2026 communications, logos, sponsor plans created	Winter 2024-Spring 2025
Milestone 16: AbSciCon 2026 meeting design with program chairs and AGU	Spring 2025
Milestone 17: AbSciCon 2026 preliminary budget review	Summer 2025 (1 year prior to meeting)
Milestone 18: AbSciCon 2026 final budget review	Fall 2025 (9 months prior to meeting)
Milestone 19: AbSciCon 2026 Technical Program published	Spring 2026 (90 days out)
Milestone 20: AbSciCon 2026	Summer 2026

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

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

## ARTICLE 9. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in an SAA, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

## ARTICLE 10. 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 11. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. "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.

B. 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.

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

#### ARTICLE 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. RIGHT TO TERMINATE

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

#### ARTICLE 19. 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 20. 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

Lindsay Hays  
Program Scientist, Astrobiology Program  
300 E Street SW  
Washington, DC 20546  
Phone: 650-604-3668  
lindsay.hays@nasa.gov

### AGU

Victoria Forlini  
Director, Meetings  
2000 Florida Ave. NW  
Washington, DC 20009-1374  
Phone: 202-777-7427  
vforlini@agu.org

## ARTICLE 21. 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 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

AMERICAN GEOPHYSICAL UNION

BY: \_\_\_\_\_  
Lori Glaze  
Director, Planetary Science Division  
Science Mission Directorate

BY:  \_\_\_\_\_  
Brooks Hanson  
Executive Vice President, Science  
American Geophysical Union

DATE: \_\_\_\_\_

DATE: 21 March 2022 \_\_\_\_\_