

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND METHUSELAH FOUNDATION
FOR THE CENTENNIAL CHALLENGES LUNAR NUTRITION 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 Methuselah Foundation located at 8021 Flint Street, Springfield , VA 22153-2438 (hereinafter referred to as "Partner" or "MF"). 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 Lunar Nutrition Challenge for NASA Centennial Challenges program. This Challenge seeks to identify and foster the development and demonstration of novel technologies and/or approaches for food production for long duration space exploration missions. As part of the initial human presence on the Moon by 2024 and a sustainable human presence on the Moon by 2028, NASA's missions will become longer in duration and require sustainable systems that meet lunar crews' needs.

This Challenge is focused on how to provide crew members with:

- a viable food system for long duration missions
- an approach that meets crew members' daily nutritional needs with limited resources
- a palatable diet with limited or no dependency on Earth resupplies; and potentially a
- 'harvest' that provides a variety of food choices

For the term of this Agreement, the Challenge will be developed and conducted by MF to foster these novel approaches to food production. 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. MF 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 MF 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. MF will not receive any funding from NASA to perform its Challenge responsibilities under this Agreement.

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 MF 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 winner(s).
3. Review, provide feedback, and facilitate concurrence in a timely and efficient manner to Challenge-related documents submitted by MF.
4. NASA and MF will collaborate 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. MF, 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 MF-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 MF.
10. Provide NASA representatives to attend the level(s) of the Challenge and Challenge-related management activities such as the meetings among judges, teams, and MF personnel.
11. Support MF's efforts in responding to all inquiries about the Challenge from the general public, prospective teams and registered teams.
12. Collaborate with MF on administrative and technical matters and facilitate technical help, as requested by MF and deemed appropriate by NASA.
13. Review and address concerns raised in the bi-weekly, monthly and quarterly reports submitted by MF and facilitate changes to the content and depth of the reports, as deemed necessary.
14. Review the written list of the winners for technology demonstration events as submitted by MF.
15. 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).

16. Accept the post-Challenge written report regarding the effectiveness of the Challenge and recommendations for improvement.

B. MF will use reasonable efforts to:

1. Submit documents, review feedback, and obtain concurrence from NASA for any proposed sponsorships that augments the Challenge purse and/or modify the name of the Challenge.
2. MF will utilize and reference provided templates, examples and/or guidelines as needed to develop, prepare, and submit to NASA for its review, feedback, and concurrence Challenge-related documents, including:
 - a. A Challenge Execution Plan that delineates how MF will conduct the Challenge, including, at a minimum, plans for personnel, publicity, and sponsorships.
 - b. A Team Agreement to be entered into between MF and the competitors.
3. Finalize Challenge-related documents based on NASA review, feedback, and/or concurrence.
4. NASA and MF 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. MF, 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; 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 MF 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 posting in writing in the Frequently Asked Questions section of the Challenge website.

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

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. MF 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 MF | As needed |
| 4. MF 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. MF 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	4 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 MF when such approvals are final	4 weeks after Effective Date
9. MF will support NASA in the development of the rules document as requested by NASA	As needed
10. MF will establish and maintain a dedicated public website for the Challenge	8 weeks after Effective Date through January 31, 2021
11. NASA will provide publicity announcements and a web link to the Challenge website	8 weeks after Effective Date through January 31, 2021
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. MF 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 MF	Within 2 weeks of receipt
16. MF will compile and submit 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. MF will publish team information reports to the	Within 2 weeks of receipt of

website as applicable throughout the Challenge timeline	the team information
19. NASA will provide representatives to attend Challenge-related events	As needed
20. MF will provide access to NASA representatives attending Challenge-related events	As needed
21. MF will respond to all inquiries about the Challenge	As needed
22. NASA will support MF's efforts in responding to all inquiries about the Challenge	As needed
23. Parties will collaborate on administrative and technical matters	As needed
24. MF will communicate any competitor-relevant decisions (e.g. rule changes) to competitors	As needed
25. MF will collect and submit bi-weekly status reports to NASA	Monday of each week following Effective Date
26. MF will collect and submit monthly status reports to NASA	Last calendar day of each month following Effective Date
27. MF 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. MF 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 MF	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
32. MF 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 MF	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 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

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner, that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data," means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data," means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
 - a. known or available from other sources without restriction;
 - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
 - c. made available by the owners to others without restriction; or
 - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3. above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice under paragraphs A3. or B. of this

Article or for Data Partner gives, or is required to give, the U.S. Government without restriction.

B. Data First Produced by Partner Under this Agreement

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

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will use reasonable efforts to mark it with a restrictive notice and protect it for two (2) years] after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA-owned invention for which patent protection is being considered.

D. Publication of Results

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

E. Data Disclosing an Invention

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

F. Copyright

Data exchanged with a copyright notice and no indication of restriction under paragraphs A.3., B, or C of this Article (i.e., Data has no restrictive notice) is presumed to be published. The following royalty-free licenses apply:

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

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

G. Data Subject to Export Control

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

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. General

1. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement, except as provided herein.
2. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.
3. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

B. NASA Inventions

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

C. NASA Related Entity Inventions

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

D. Joint Inventions With Partner

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

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

E. Rights to be Reserved in Partner's License

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

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

F. Protection of Reported Inventions

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

G. Patent Filing Responsibilities and Costs

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

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

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 two (2) 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 George C. Marshall Space Flight Center
Monsi Roman
Program Manager, Centennial Challenges
Mail Stop: ST21
Marshall Space Flight Center, AL 35812
Phone: 256-544-4071
Fax: 256-544-5543
Monsi.Roman@nasa.gov

Methuselah Foundation
David Gobel
CEO, Methuselah Foundation
8021 Flint Street
Springfield, VA 22153-2438
Phone: 703-440-5141
Fax: 703-440-5141
david.gobel@gmail.com

Technical Points of Contact

NASA George C. Marshall Space Flight Center
Monsi Roman
Program Manager, Centennial Challenges
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Marshall Space Flight Center, AL 35812
Phone: 256-544-4071
Fax: 256-544-5543
Monsi.Roman@nasa.gov

Methuselah Foundation - 2 Contacts
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Springfield, VA 22153-2438
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Fax: 617-970-6650
josh@competitionsociences.org

Sergio Ruiz
CEO, Methuselah Capital Management
8021 Flint Street
Springfield, VA 22153-2438
Phone: 845-418-3009
Fax: 703-440-5141
sergio@methuselahfund.com

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
GEORGE C. MARSHALL SPACE
FLIGHT CENTER

METHUSELAH FOUNDATION

BY: _____
Rae W. Meyer
Manager (Acting), Science and
Technology Office

BY:  _____
David Gobel
CEO, Methuselah Foundation

DATE: _____

DATE: August 27, 2020