

REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE INTERNATIONAL SPACE UNIVERSITY
AND
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
OF THE UNITED STATES OF AMERICA
FOR PARTICIPATION IN
THE NASA INTERNATIONAL INTERNSHIP PROJECT
AND NASA VISITOR EXCHANGE PROGRAM

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20101, et seq.), 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 the International Space University, located at Address: 1 rue Jean-Dominique Cassini, Parc d’Innovation, 67400 Ilkirch-Graffenstaden, France (hereinafter referred to as “ISU”).

NASA and the ISU may be individually referred to as a “Party” and collectively referred to as the “Parties.”

ARTICLE 2. PURPOSE

NASA and ISU have enjoyed successful cooperation for many years, in many different activities. These include NASA’s provision of instructors and guest speakers for ISU’s Master of Space Studies (MSS) and Space Studies Programs (SSP), participants in ISU programs, speakers for graduations, and Visiting Researcher positions for ISU students who worked on projects and/or research of benefit to NASA. The Parties wish to continue their cooperation and enter this agreement to enable MSS students, on a cost reimbursable basis, to be nominated by ISU and selected by NASA mentors for NASA internships of 12 to 24 weeks. For the NASA-selected ISU nominee, hereinafter referred to as the “Visiting Researcher,” this internship may fulfill Module 5 of ISU’s MSS Program, entitled “Internships.”

This Reimbursable Space Act Agreement (hereinafter referred to as “Agreement”) is for the purpose of facilitating internships described herein for ISU Visiting Researchers by establishing ISU’s participation in the NASA International Internship Project (hereinafter referred to as “NASA I²”) and NASA Visitor Exchange Program, defining the Parties’ responsibilities and the terms and conditions of this cooperation. The rights and obligations

of the Parties will be those expressly set forth in this Agreement and the Term Letters described in Article 4 below.

The Visiting Researcher's activities at NASA shall not create an employment relationship between NASA and the Visiting Researcher, and the Visiting Researcher shall remain a graduate student of ISU for the duration of the internship with NASA. The Visiting Researcher shall have no authority to make any representations, or to take any action, which shall be binding upon NASA.

ARTICLE 3. PROJECT DESCRIPTION AND STUDENT QUALIFICATIONS

NASA I² advances international collaboration through education and shared experiences in space exploration, science, and aeronautics. It also seeks to better prepare all students to work in a global environment and on multicultural, international missions, providing a collaborative environment where U.S. and international interns and Visiting Researchers (university undergraduate or graduate level students) can interact and work alongside one another. NASA internship sessions are arranged in three Terms during the calendar year: Spring, Summer, and Fall Terms. To establish a collaborative and integrated environment, ISU's nominated candidates must apply for internships during the same or substantially similar Terms as their U.S. counterparts.

NASA will provide a number of evolving internship opportunities each Term, depending on the Agency's current work and mentor availability. As part of the project implementation, ISU may provide NASA with a maximum of ten (10) nominated candidates per Term, from which NASA will select one or more Visiting Researchers for the research or project opportunities advertised or described to NASA I² partners. Alternately, ISU graduate student candidates may propose projects to NASA Centers and have them considered and selected by mentors, as in prior years. Minimum educational requirements of candidates nominated for NASA I² include:

- Currently pursuing an ISU Masters of Space Studies degree in a topic relevant to NASA's mission priorities;
- Having high academic standing and meeting a minimum grade point average (GPA) of 3.0 or higher on a scale of 4.0., or an equivalent standard if ISU does not provide a GPA;
- Demonstrating interest in aerospace and in NASA's specific opportunities; and
- Showing proficiency in written and spoken English.

NASA will use reasonable efforts to accommodate selected Visiting Researchers for the project proposed or identified for them, but is under no obligation to accept any candidate from ISU. Similarly, ISU is under no obligation to nominate candidates for every Term.

NASA will also provide J visas to the NASA-selected ISU candidates on a reimbursable basis through their participation in the NASA Visitor Exchange Program. In accordance with the NASA Exchange Visitor Program, no NASA funding will be provided to the Visiting Researcher. His or her visit must be fully funded by either ISU, the Visiting Researcher, an

internship sponsor paying for the Visiting Researcher and confirmed by ISU (hereinafter “Internship Sponsor”), or some combination of the three.

ARTICLE 4. TERM LETTER

For those Terms with Visiting Researchers from ISU, Term Letters will be exchanged between NASA and ISU prior to the start of each Term (hereinafter referred to as “Term Letter”) that will list:

1. Name of the individual Visiting Researcher selected by NASA to participate in NASA I²;
2. NASA field center at which the internship will take place (hereinafter referred to as “Implementing Center”);
3. Research project name and description of the work that the Visiting Researcher will perform;
4. Beginning and end dates of the internship;
5. Full contact information for the project and financial points of contact at the Implementing Center;
6. Full contact information for the mentor or technical point of contact at the Implementing Center;
7. Full contact information for the project and operational points of contact at ISU;
8. Estimated cost of the internship for the NASA I² Term, to be funded by the Internship Sponsor, consistent with Article 5;
9. Schedule and milestones; and
10. Acknowledgement that the terms of the Agreement and the Term Letter apply to the individual Visiting Researcher.

ARTICLE 5. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Identify available projects or research assignments and advertise them annually to NASA I² Authorized International Points-of-Contacts;
2. Inform ISU when identified internship opportunities are ready for viewing, estimated Term costs, and the schedule of deliverables;
3. Consider the projects proposed by ISU-nominated graduate students;
4. Designate project and technical points of contact at the Implementing Center;
5. Select Visiting Researchers from the ISU’s list of nominated candidates, based on their aptitude and background, and coordinate selections with the ISU as needed;

6. Communicate the Visiting Researcher selection to the ISU, including arrival dates and internship details in a Term Letter;
7. Provide the Visiting Researcher, if approved pursuant to NASA policies, the following support:
 - Orientation;
 - Badging;
 - Safety training;
 - Appropriate access to the NASA premises;
 - Work space;
 - Office furniture;
 - Office supplies, including paper, pens, etc.;
 - Computer workstation, with access to the public Internet and e-mail;
 - Access to local and long distance, including international, telephone and facsimile services to the extent necessary to support the Visiting Researcher's assignment; and
 - Normal workspace security.
8. Assign a NASA technical point of contact to ensure that the Visiting Researcher understands his or her responsibilities, activities, and limitations and is fully briefed on safety, security, and any restrictions associated with the assignment;
9. Subject to the Visiting Researcher's satisfying all J visa and NASA program requirements, provide for the issuance of a DS-2019 to the Visiting Researcher so that he or she can obtain a J-1 visa to enter and remain in the U.S. for the period of the assignment;
10. Oversee and monitor selected Visiting Researchers' progress on their projects, and provide mentorship to accomplish their objectives;
11. Provide for the review of research results submitted by Visiting Researchers under this Agreement, and if approved for further distribution, stipulate any restrictions as to public release; and
12. Assess and confirm that selected Visiting Researchers have sufficient funds to sustain themselves for the period of their assignments.

ISU will use reasonable efforts to:

1. Ensure that the Visiting Researcher applies to the nearest U.S. Embassy/Consulate for a J-1 visa and obtains the appropriate visa and entry documentation prior to his entry into the U.S.;
2. Develop an internal system for the receipt and review of applications for internships based on NASA's identified internship opportunities;

3. Pre-screen Visiting Researcher applications to ensure candidates are qualified to perform the work proposed or identified in NASA's internship opportunities, and to live and work abroad;
4. Select and nominate a maximum of ten (10) pre-screened, funded candidates for review by NASA for each Term that ISU wishes to participate;
5. Provide NASA with project and operational points of contact at ISU;
6. Ensure that the Visiting Researcher understands and has agreed to comply with the terms and conditions of the Agreement, including the requirements associated with NASA's provision of DS-2019s for obtaining J-exchange visas, all U.S. State Department requirements associated with the J visa program [22 CFR 62], and the provision of all necessary personal information on the Visiting Researcher for NASA to approve access to NASA installations and complete a DS-2019;
7. Agree, and ensure that the Visiting Researcher agrees, that the products of the research conducted by the Visiting Researcher during this assignment are subject to NASA review and approval prior to further distribution, for purposes of, among other things, verifying whether the document contains any technical, export-controlled, proprietary or other information properly restricted from public disclosure;
8. Ensure and provide written evidence, including the source(s) and amount(s) of this funding, that all costs and expenses associated with selected Visiting Researchers' assignments are provided for, including all transportation expenses to, from, and while in the United States, and all living and miscellaneous expenses while in the United States for the period of the assignment;
9. Ensure and provide written evidence that selected Visiting Researchers are covered by minimum required medical/accident/repatriation/medical evacuation expenses insurance and coverage levels (consistent with 22 CFR 62.14) while working with NASA under this Agreement;
10. Provide written evidence that selected Visiting Researchers have the minimum required insurance specified in Paragraph (9) immediately above;
11. Ensure that the selected Visiting Researchers and any accompanying spouses and dependents, understand that they may be subject to the requirements of the Affordable Care Act;
12. Notify the NASA points of contact before selected Visiting Researchers depart France or another overseas location for the U.S.;
13. Obtain confirmation that selected Visiting Researchers understand and have agreed to comply with the terms and conditions of this Agreement, including that the products of the research conducted by the Visiting Researcher during this assignment are subject to NASA review and approval prior to further distribution, for purposes of verifying

whether the document contains any export-controlled, proprietary technical data, or other information properly restricted from public disclosure;

14. Ensure each Visiting Researcher has the appropriate visa, consistent with the Visiting Researcher's status (e.g., visas in the F or J category).
15. Provide NASA with confirmation that selected Visiting Researchers are covered by the minimum required medical/accident/repatriation insurance (consistent with 22 CFR 62.14) while serving internships with NASA under this Agreement;
16. Coordinate arrival of selected Visiting Researchers at NASA in time for the start of the internship Term, including transfer of funds at least 30 days prior to Visiting Researcher arrival, visa, travel arrangements to NASA; and
17. Plan for selected interns to return to France or their home country and provide a debriefing of the internship experience to his or her professors and peers.

ARTICLE 6. FINANCIAL OBLIGATIONS

1. ISU through the Internship Sponsor agrees to reimburse NASA the estimated cost per Visiting Researcher (hereinafter referred to as the "Fee") for costs associated with NASA carrying out its responsibilities under this Agreement. The Fee will be reviewed and adjusted as needed each Term. In addition, ISU will bear all other costs not included in the Fee, which includes, but is not limited to, bank transfer fees, travel, lodging, meals, and visa processing costs. In instances where other direct costs are payable to NASA, all clauses in this article are applicable.
2. Upon selection of a Visiting Researcher, and concurrent with the execution of each Term Letter, ISU through the Internship Sponsor will pay in full the Fee to NASA, plus all bank transfer fees to be charged by the partner's bank or U.S. receiving institutions, if any, no later than 30 days before the NASA-selected Visiting Researcher arrives at NASA. Advanced payment is required to ensure that it is received by NASA before initiation of NASA's efforts on behalf of the Visiting Researcher.
3. No Fee will be charged for NASA-selected Visiting Researchers that are U.S. citizens or Permanent Residents.
4. Payment shall be payable to "the National Aeronautics and Space Administration" through the NASA Shared Services Center (NSSC, Agency Location Code (ALC)-80001201) (choose one form of payment): (1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System; (2) SWIFT wire transfer provided by the Society of Worldwide Interbank Financial Telecommunications (SWIFT); or (3) check. ISU will be responsible for all fees associated with the wire transfer, whether charged by partner's bank or U.S. receiving institutions, if any. All payments and other communications regarding this Agreement shall reference: the NASA Ames Research Center; and Agreement title, date and number; and the executed Term Letter number.

5. To transfer monies to the appropriate NASA Implementing Center by SWIFT wire transfer, ISU or an Internship Sponsor must provide the following information to its financial institution:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

SWIFT Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013

Payment Details (Lines 59 & 70): NASA Implementing Center name where the student will attend/Agency Location Code (ALC) (80001201); Attn: the financial point of contact at the Implementing Center (name and phone number to be provided in the Term Letter), the Agreement number, the Term Letter number, and the student's name(s).

Detail of Charges (Line 71a): Our or Our Charge

6. If Fedwire instructions are needed, please notify the financial point of contact at the Implementing Center (name and phone number to be provided in the Term Letter).
7. Payment by electronic transfer (SWIFT or Fedwire, above), is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. To transfer monies to the appropriate NASA Implementing Center by check:
- a) Check should be payable to the National Aeronautics and Space Administration.
 - b) Include invoice or bill number, Agreement number, & Term Letter number on your check.
 - c) Send check and/or cash payment via express mail to:

NASA Shared Services Center (NSSC)

FMD – Accounts Receivable

Attn: For the Accounts of [NASA Implementing Center]

Building 1111, C Road

Stennis Space Center, MS 39529

8. NASA will not provide services or incur costs beyond the existing payment. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the estimated amount in the Term Letter. Should the effort cost more than the estimate, ISU will be advised by NASA as soon as possible. ISU will pay all costs incurred and has the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA will account for any unspent funds within one (1) year after

completion of all effort under this Agreement, and promptly thereafter return any unspent funds to ISU.

9. In no event will NASA, ISU, or Internship Sponsor use U.S. Government (USG) funds to pay for internship costs that, under this Agreement, are the responsibility of ISU, the Internship Sponsor, or ISU candidates that are non-U.S. citizens.
10. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

ARTICLE 7. PRIORITY OF USE

Any schedule or milestone in the Term Letter 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, ISU will be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly.

ARTICLE 8. 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 9. LIABILITY AND RISK OF LOSS

1. ISU hereby waives any claims against NASA, its employees, its Visiting Researchers, 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, ISU Visiting Researchers, employees or the employees of ISU's related entities, or for damage to, or loss of, ISU's property or the property of its Visiting Researchers or 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.
2. ISU further agrees to extend this unilateral waiver to its Visiting Researchers and its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its Visiting Researchers or related entities, and employees of NASA and employees of NASA's Visiting Researchers or related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

3. ISU agrees either to obtain insurance coverage to hold harmless NASA and its related entities for liability arising from subrogated claims of ISU and the ISU Visiting Researcher, based on damage arising out of activities under this Agreement, or to waive these claims if ISU has capacity to do so. NASA agrees to waive subrogated claims of the Government of the United States and NASA against ISU and the ISU Visiting Researcher based on damage arising out of the performance of this Agreement.
4. Nothing in this article will be construed to create the basis for a claim or suit where none would otherwise exist.

ARTICLE 10. DATA RIGHTS

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

All data and final results generated under this Agreement will be made available to the Parties during the course of, and at the conclusion of, the assignment, and may be used by the Parties for any purpose, including scientific analysis and publication, unless otherwise agreed to by the Parties.

ARTICLE 11. INVENTION AND PATENT RIGHTS

Title to inventions made by the ISU Visiting Researcher while working under this Agreement will vest with NASA in accordance with the National Aeronautics and Space Act (51 U.S.C. section 20135 (b)). However, ISU may petition NASA to waive title in accordance with 51 U.S.C. Section 20135 (g) and as prescribed by NASA regulations (See 14 CFR Part 1245). "Made," as used in this clause, means conception or first actual reduction to practice. When title is waived, the U.S. Government will retain an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by, or on behalf of, the United States or any foreign government in accordance with any treaty or Agreement with the United States. When the U.S. Government retains title, ISU is granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the U.S. Government acquires title. ISU is required to ensure that the Visiting Researcher reports to the NASA Implementing Center or HQ personnel responsible for patent matters any invention made in the performance of work under this Agreement.

ARTICLE 12. TRANSFER OF GOODS AND TECHNICAL DATA

It is neither Party's intent to transfer to the other Party any proprietary or export-controlled goods or technical data, in implementing this Agreement. However, should it become

necessary, during the course of implementing this Agreement, for one Party to transfer to the other Party such goods or technical data, the receiving Party will ensure that its personnel limit use and disclosure of such goods or technical data to only those purposes necessary for the performance of tasks assigned under this Agreement.

In the event that any such goods or technical data are authorized by NASA for transfer to the Visiting Researcher, and from the Visiting Researcher to ISU, both ISU and its Visiting Researcher, agree to abide by the terms of any markings thereon and, if no markings are indicated thereon, not to use, disclose, or retransfer the goods, or technical data for any purpose other than specifically authorized by NASA, and in the absence of any particular restrictions, only for the purposes of implementing this Agreement.

Each Party further agrees to comply with all applicable export control laws and regulations of the U.S. and France.

ARTICLE 13. USE OF NASA NAME AND EMBLEMS

ISU will 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, ISU 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 Communications will be based on applicable law and policy governing the use of the NASA name and initials.

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 ISU must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 14. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

1. The Parties retain the right to release public information regarding their own activities under this Agreement. The Parties will coordinate with each other in advance concerning releasing to the public, including the media, information that relates to the other Party's responsibilities or performance under this Agreement.
2. The Parties will make the results available to the general scientific community, as appropriate and agreed between the Parties, in a timely manner. In the event that such reports or publications are made and copyrighted, NASA and ISU will have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their purposes.

3. In the event that the Parties agree to make the results available to the general scientific community and ISU-sponsored Visiting Researcher publishes papers, articles, or results based on or from the activities conducted under this Agreement, ISU will ensure that such papers, articles or results will be submitted to NASA for review and approval prior to release, so that NASA will have the opportunity to verify whether the document contains any export-controlled, or proprietary technical data or other information properly restricted from public disclosure.
4. The Parties acknowledge that the following data or information does not constitute public information and that such data or information will not be included in any publication or presentation by a Party under this Article without the other Party's prior written permission:
 - (a) Data furnished by the other Party in accordance with the Transfer of Goods and Technical Data Article, which is identified as export-controlled or proprietary; or
 - (b) Information about an invention of the other Party before an application for a patent (or similar form of protection in any country) corresponding to such invention has been filed covering the same, or a decision not to file has been made.

ARTICLE 15. 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 will 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 16. COMPLIANCE WITH LAWS AND REGULATIONS

ISU will ensure that its Visiting Researchers 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 ISU Visiting Researchers 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. All nominated candidates will require a security review for access to U.S. federal facilities. Candidates who maintain citizenship with more than one country may require additional time for NASA to complete this review.

ARTICLE 17. POINTS OF CONTACT

The following personnel are designated as the Management Points of Contact between the Parties in the performance of this Agreement. Project and Technical Points of Contact, as appropriate, will be identified in each Term Letter. Any change in a Party's respective contact information will be communicated in writing to the other Party.

For NASA:

Office of STEM Engagement Point of Contact:

Ms. Krisstina Wilmoth
Dean of Students & NASA International
Internship Project Manager
Office of the Director
NASA Ames Research Center
Moffett Field, CA 94035
Phone: 650-604-6137
Mobile: 650-963-6984
Email: Krisstina.L.Wilmoth@nasa.gov

For ISU:

Ms. Kristell Bars
MSS Student Affairs Lead
International Space University
1 rue Jean-Dominique Cassini
67400 Illkirch-Graffenstaden
FRANCE
Phone: +33 (0)3 88 65 54 59
Fax: +33 (0)3 88 65 54 47
E-m: kristell.bars@isunet.edu

ARTICLE 18. INVESTIGATION OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation, bearing in mind, in particular, the provisions of the Transfer of Goods and Technical Data Article. In the case of activities, which might result in the death of or serious injury to persons, or substantial loss of or

damage to property as a result of activities under this Agreement, the Parties agree to establish a process for investigating each such mishap.

ARTICLE 19. 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 20. OWNERSHIP OF EQUIPMENT

Unless otherwise agreed in writing, each Party will retain ownership of all equipment, including the goods, hardware, software, and associated technical data, it provides to the other Party, and when ISU is the other Party, its Visiting Researchers, under the terms of this Agreement, without prejudice to any individual rights of ownership. To the extent feasible and recognizing that equipment sent into space or integrated into the other Party's equipment cannot be returned, each Party, and when that Party is ISU or its Visiting Researchers, agrees to return the other Party's equipment in its possession at the conclusion of activities under this Agreement.

ARTICLE 21. ADDITIONAL REQUIREMENTS

1. If an ISU -sponsored Visiting Researcher acquires information that is not generally available to those outside NASA, then ISU acknowledges and agrees that the Visiting Researcher may not use this information to further a private interest or for the special benefit of a business or other entity in which the Visiting Researcher has a financial or other interest.
2. ISU acknowledges and agrees that its Visiting Researchers may not directly or indirectly use or allow the use of the U.S. Government property of any kind, including property leased to the Government, for other than activities approved of by NASA, and that its Visiting Researchers will protect and conserve U.S. Government property, including equipment, supplies, and other property entrusted or issued to their Visiting Researchers.
3. ISU acknowledges and agrees that its Visiting Researchers will comply with all U.S. Government regulations and management issuances related to safety, security, and other installation matters that are in effect at U.S. Government installations to which the Visiting Researchers have access while under this Agreement.
4. ISU acknowledges and agrees that its Visiting Researchers will be required to sign a Technology Control Plan. The Technology Control Plan will, among other things, govern

the Visiting Researchers' working hours, access to information, and access to NASA facilities while under this Agreement.

5. ISU will take all necessary measures to ensure its Visiting Researchers comply with all applicable provisions in this Agreement.

ARTICLE 22. DISPUTE RESOLUTION

1. The Parties will consult promptly with each other on all issues involving interpretation, or implementation of the Agreement.
2. An issue concerning the interpretation or implementation of this Agreement will be referred to the appropriate points of contact named above for the Parties.
3. If they are unable to come to agreement on any issue, then the dispute will be referred to the Agreement signatories or their designated representatives for joint resolution.

ARTICLE 23. FINAL PROVISIONS

1. This Agreement becomes effective upon the date of the last signature below ("Effective Date") and will remain in effect until December 31, 2025.
2. This Agreement will be executed, in writing, and signed by an authorized representative of NASA and ISU.
3. This Agreement may be amended at any time by written agreement of the Parties.
4. Either Party may unilaterally terminate this Agreement by providing six (6) months advanced written notice to the other Party. In the event of such termination, ISU will be obligated to reimburse NASA for all costs for which ISU was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by NASA. Where ISU terminates this Agreement, ISU will also be responsible for termination costs.
5. Termination or expiration of this Agreement will not affect a Party's continuing obligations under the Liability and Risk of Loss Article, the Data Rights Article, the Invention and Patent Rights Article, the Transfer of Goods and Technical Data Article, and the Release of General Information to the Public and Media Article, unless otherwise agreed by the Parties.

ARTICLE 24. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agree to the above terms and conditions.

NASA**KENT BRESS**

Digitally signed by KENT
BRESS
Date: 2020.09.17 16:35:55
-04'00'

Kent G. Bress
Director
Aeronautics & Cross-Agency
Support Division,
Office of International & Interagency
Relations

17 September 2020

Date**ISU**

Juan De Dalmau
President
International Space University

23 September 2020

Date