INTERAGENCY AGREEMENT

BETWEEN

THE DEPARTMENT OF DEFENSE SPACE TEST PROGRAM

AND

THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
INTERNATIONAL SPACE STATION PROGRAM

REGARDING

FLIGHT OF DOD PAYLOADS
IN THE
THE INTERNATIONAL SPACE STATION

I. AUTHORITY AND PARTIES

This agreement is carried out within the guidelines of the National Aeronautics and Space Administration Act of 1958, as amended (42 U.S.C. 2451 et seq.), and related statutes. The Economy Act of 1932, as amended, 31 U.S.C. § 1535; the Space Test Program Charter as revalidated by the Deputy Secretary of Defense 8 Jul 2002; and the Space Test Program, Program Management Directive 2140, 15 Jul 1966 as amended.

II. PURPOSE

This Interagency Agreement (herein after referred to as "this agreement") establishes the roles and responsibilities of the Department of Defense (DOD) Space Test Program (STP) and the National Aeronautics and Space Administration (NASA) International Space Station (ISS) Program Office (also referred to collectively as "the Parties" and individually as "the Party") with respect to the flight of DoD payloads on the ISS.

III. BACKGROUND

The DoD's STP, established in 1965, has a long history of supporting defense laboratories and other defense related agencies in developing technologies for space applications. Since the program's inception the STP has flown over 200 missions supporting approximately 500 space experiments. The DoD has had a relationship with the NASA since the inception of the NASA in 1958. Military and Civil space has long collaborated on manned and unmanned missions where mutual benefit and national policy support and encourages such collaboration. In 1980 the DoD established the 1st Manned Spaceflight Support Group which conducted integration for primary and secondary DoD payloads on both DoD dedicated and NASA missions of the Space Shuttle. The first STP payload of the Shuttle era flew on STS-4 in Jun 1982. Since that

time the STP has flown on over 100 Shuttle missions, the Mir Space Station, and every science increment on the ISS since Oct 2000. Experiments flown by the STP on both manned and unmanned missions often include NASA experimenters and data is shared between DoD and NASA researchers on a regular basis. This Interagency Agreement reinforces the history of mutual collaboration and extends this relationship into the future by implementing an agreement on DoD's use of the International Space Station.

IV. RESPONSIBILITIES

The objectives of this agreement are to form the framework by which the DoD acquires access to the ISS; interfaces with the various ISS organizations for the integration of DoD payloads to the ISS and related launch vehicles; and for the operation, sustainment, and eventual return or disposal of payloads flown in the ISS.

This agreement establishes the basic arrangements between the ISS and the STP. Normal Payload Integration Agreements (PIAs or their equivalent) shall be submitted for approval by the ISS for STP payloads and should normally be sufficient for the majority of payloads flown. From time to time more complex missions; missions with unique services; or missions with unique cost reimbursement arrangements may require a specific Implementing Arrangement (herein after referred to as "the arrangement") which shall supplement the terms and conditions of this agreement. The authority to enter into specific Implementing Arrangements shall be delegated to an appropriate level for approval by STP and NASA. Implementing Arrangements shall not expand the authority of this agreement beyond the intent defined in this document and shall not replace the need for PIAs. Specific Implementing Arrangements shall be considered Addendums to this agreement and shall reference this agreement as its basis. Per NASA Procedural Requirements 9090.1 *Reimbursable Agreements*; these Implementing Arrangements may be non-reimbursable, fully reimbursable, pass-thru reimbursable, or partially reimbursable depending on the nature of the arrangement.

V. SPECIFIC RESPONSIBILITIES

The Parties agree to use all reasonable efforts to meet the following agreed roles and responsibilities with respect to this agreement, including appendices I through IV, and subsequent Implementing Arrangements. The clauses in Appendices I through IV shall be considered incorporated into any subsequent Implementing Arrangements except as tailored per the needs of those arrangements.

A. NASA

The NASA Headquarters Space Operations Mission Directorate (SOMD) is responsible for the overall NASA management of the International Space Station program. The ISS Program Office (ISSPO) at the Lyndon B. Johnson Space Center (JSC) has been delegated responsibility for implementing the ISS for the NASA SOMD. The ISS Payloads Office will serve as the STP representative and will act as the single point of contact between the STP and the ISS.

In order to implement this agreement, NASA will perform or provide the following responsibilities:

1. Identify an interface for the Space Test Program within the ISS Payloads Office at the Lyndon B. Johnson Space Center.

2. Represent the interests and requirements of DoD payloads endorsed by the STP office to the ISS Program's utilization and planning process.

3. Provide STP with access to documentation which supports the integration and operation of DoD payloads on the ISS and ISS servicing vehicles.

4. Provide STP with access to pre-mission, mission, and post-mission data and analysis (such as; loads, thermal, viewing, contamination, etc.) for payloads that will fly on the ISS or ISS servicing vehicles.

5. Provide STP with access to various NASA working groups, organizations, personnel, facilities, and hardware (per PIA or Implementing Arrangement) needed to integrate and operate payloads on the ISS as well as launching payloads on ISS servicing vehicles.

6. For reimbursable, partially reimbursable, or pass-through reimbursable Implementing Arrangements, provide STP with financial support to include receiving and disbursing of funds to NASA organizations and/or their contractors, and reporting on financial data such as obligations and expenditures of DoD funds.

7. Protect DoD and DoD contractor data that is restricted in use (such as export controlled, proprietary, limited rights data, etc) per the applicable requirement of Appendix II of this agreement. NASA is not responsible for the protection of improperly marked data.

B. STP

The Air Force, through Program Management Directive 2140, has been established as the Executive Agent for the Department of Defense Space Test Program. The STP Program Director is responsible for the day-to-day management and execution of this DoD program. The STP has been appointed by the Deputy Secretary of Defense to act as the single face to NASA for all DoD payloads flying on the ISS. The specific responsibilities of the STP under this agreement will include:

1. Identify an interface to the ISS Payloads Office for the execution of this agreement.

2. Represent all DoD payloads to the ISS. Resolve any conflicts between DoD payloads. Represent DoD payloads when they conflict with other payloads operating or planned to operate on the ISS.

3. Comply with documented requirements for the safe integration and operation of DoD payloads on the ISS and its servicing vehicles. Meet all NASA requirements for the certification of flight hardware per the applicable vehicle(s) that the payload will interface with. Provide the appropriate NASA working groups, organizations, personnel with the supporting documentation as required to demonstrate compliance with NASA requirements.

4. Support the on-orbit operations of DoD payloads on the ISS and/or ISS servicing vehicles.

5. For reimbursable; pass-thru reimbursable; and partially reimbursable Implementing Arrangements; provide funds of the type, quantity, and timeliness as defined in the arrangement.

6. Protect NASA and NASA contractor data that is restricted in use (such as export controlled; proprietary; limited rights data; etc) per the applicable requirement of Appendix II of this agreement. DoD is not responsible for the protection of improperly marked data.

VI. AMENDMENT

This agreement may be modified or amended by written agreement between the Parties and may be terminated by mutual agreement or by either Party following 180 days written notice to the other Party.

VII. ENTRY INTO FORCE AND DURATION

This agreement shall enter into force on the date of the last signature hereon and shall remain in force until terminated by mutual agreement or until the dissolution of the ISS Program Office.

By _____
Michael T. Suffredini
Program Manager
International Space Station
National Aeronautics and
Space Administration

Date: 5/27/10

By _____
Stephen D. Hargis, Col, USAF
Program Director
DoD Space Test Program

Date: 20 MAY 2010

APPENDIX I. LIABILITY AND RISK OF LOSS

1. The objective of this Article is to establish a cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station (ISS). The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.

2. For the purposes of this Article:

a. The term "Damage" means:

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

b. The term "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads, persons, or both.

c. The term "Partner State" includes each Contracting Party for which the Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

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

e. The term "Protected Space Operations" means all Launch Vehicle or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of this Agreement, the IGA, MOUs concluded pursuant to the IGA, and implementing arrangements. It includes, but is not limited to:

(i) Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch Vehicles or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and

(ii) All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

"Protected Space Operations" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA.

"Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.

f. The term "Related Entity" means:

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

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

(iii) A contractor or subcontractor of a user or customer of a Party or a Partner State at any tier.

The terms "contractor" and "subcontractor" include suppliers of any kind.

The term "Related Entity" may also apply to a State, or an agency or institution of a State, having the same relationship to a Partner State as described in paragraphs (2)(f)(i) through (2)(f)(iii) of this Article or otherwise engaged in the implementation of Protected Space Operations as defined in paragraph (2)(e) above.

g. The term "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

3. Cross-waiver of liability:

a. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

(i) Another Party;

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

(iii) A Related Entity of any entity identified in paragraph (3)(a)(i) or (3)(a)(ii) of this Article; or

(iv) The employees of any of the entities identified in paragraphs (3)(a)(i) through (3)(a)(iii) of this Article.

b. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability, as set forth in paragraph (3)(a) of this Article, to its Related Entities by requiring them, by contract or otherwise, to:

(i) Waive all claims against the entities or persons identified in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article; and

(ii) Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article.

c. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person,

entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

d. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

(i) Claims between a Party and its own Related Entity or between its own Related Entities;

(ii) Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to this Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;

(iii) Claims for Damage caused by willful misconduct;

(iv) Intellectual property claims;

(v) Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph (3)(b) of this Article; or

(vi) Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

e. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

APPENDIX II. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

1. General

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

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

(c) "Proprietary Data," as used in this Data Rights clause, means Data embodying trade secrets or comprising commercial or financial information that is privileged or confidential.

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

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

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

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

(h) Notwithstanding any restriction on use, disclosure, or reproduction of Data provided in this clause, the Parties will not be restricted in the use, disclosure, or reproduction of Data provided under this Agreement that:

(i) is publicly available at the time of disclosure or thereafter becomes publicly available without breach of this Agreement;

(ii) is known to, in the possession of, or developed by the receiving Party independent of carrying out the receiving Party's responsibilities under this Agreement and independent of any disclosure of, or without reference to, Proprietary Data or otherwise protectable Data hereunder;

(iii) is received from a third party having the right to disclose such information without restriction; or

(iv) is required to be produced or released by the receiving Party pursuant to a court order or other legal requirement.

(i) If either NASA or Partner believes that any of the events or conditions that remove restriction on the use, disclosure, or reproduction of the Data apply, NASA or Partner will promptly notify the other Party of such belief prior to acting on such belief, and, in any event, will notify the other Party prior to an unrestricted use, disclosure, or reproduction of such Data.

(j) Disclaimer of Liability: Notwithstanding any restriction on use, disclosure, or reproduction of Data provided in this clause, NASA will not be restricted in, nor incur any liability for, the use, disclosure, or reproduction of any Data not identified with a suitable restrictive notice in accordance with paragraphs 2 and 8 of this clause or of any Data included in Data which Partner has furnished, or is required to furnish to the U.S. Government without restriction on disclosure and use provided that such use does not imply data is publically releasable.

(k) Partner may use the following, or a similar, restrictive notice as required by paragraphs 2 and 8 of this clause. In addition to identifying Proprietary Data with such a restrictive notice, Partner should mark each page containing Proprietary Data with the following, or a similar, legend: "Proprietary Data – use and disclose only in accordance with notice on title or cover page."

Proprietary Data Notice
These data herein include "Background Data" or "Data Produced by Partner under a Space Act Agreement" in accordance with the Data Rights provisions under Space Act Agreement and embody Proprietary Data. In accordance with the Space Act Agreement, NASA will use reasonable efforts to maintain the data in confidence and limit use, disclosure, and reproduction by NASA and any Related Entity of NASA in accordance with restrictions identified in the Space Act Agreement.

2. Data First Produced by Partner Under this Agreement

In the event Data first produced by Partner in carrying out Partner responsibilities under this Agreement is furnished to NASA, and Partner considers such Data to be Proprietary Data, and such Data is identified with a suitable restrictive notice, NASA will use reasonable efforts to maintain the Data in confidence and such Data will be disclosed and used by or on behalf of the U.S. Government (under suitable protective conditions) only for U.S. Government purposes. Data produced by Partner or Partners related entities shall not be released to the public without the express permission of the Partner.

3. Data First Produced by NASA Under this Agreement

Except for data disclosing an invention owned by NASA for which patent protection is being considered, in the event Partner requests that Data first produced by NASA (or any Related Entity of NASA) in carrying out NASA's responsibilities under this Agreement be maintained in confidence, and to the extent NASA determines that such Data would be Proprietary Data if it had been obtained from Partner, NASA will mark such Data with a restrictive notice and will maintain such marked Data in confidence for a period of 2 years after development of the Data, with the express understanding that during the aforesaid restricted period such marked Data may be disclosed and used (under suitable

protective conditions) by or on behalf of the U.S. Government for U.S. Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Partner agrees not to disclose such marked Data to any third party without NASA's written approval until the aforesaid restricted period expires.

4. Publication of Results

Recognizing that section 203 of the National Aeronautics and Space Act of 1958 (42 U.S.C. § 2473), as amended, requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof.

5. Data Disclosing an Invention

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

6. Copyright

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

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

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

7. Data Subject to Export Control

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

8. Background Data

(a) In the event Partner furnishes NASA with Data developed at private expense (or in the case of state or local government, Data developed at government expense) that existed prior to, or was produced outside of, this Agreement, and such Data embody Proprietary Data, and such Data is so identified with a suitable restrictive notice, NASA will use reasonable efforts to maintain the Data in confidence and such Data will be disclosed and used by NASA and any Related Entity of NASA (under suitable protective conditions) only for carrying out NASA responsibilities under this Agreement. Upon completion of activities under this Agreement, such Data will be disposed of as requested by Partner.

(b) At the time of execution of this Agreement, the Parties agree that the following Background Data embodies Proprietary Data that will be provided to NASA: "To be supplied in a related Implementing Arrangement as applicable."

9. Handling of Data

(a) In the performance of this Agreement, Partner and any Related Entity of Partner may have access to, be furnished with, or use the following categories of Data:

(i) Proprietary Data of third parties that the U.S. Government has agreed to handle under protective arrangements; and/or

(ii) U.S. Government Data, the use and dissemination of which, the U.S. Government intends to control.

(b) Data provided by NASA to Partner under the Agreement

(i) At the time of execution of this Agreement, the Parties agree that the following Proprietary Data of third parties will be provided to the Partner with the express understanding that Partner will use and protect such DATA in accordance with this clause: "To be supplied in a related Implementing Arrangement as applicable."

(ii) At the time of execution of this Agreement, the Parties agree that the following U.S. Government Data will be provided to Partner with the express understanding that Partner will use and protect such U.S. Government Data in accordance with this clause: "To be supplied in a related Implementing Arrangement as applicable."

(iii) At the time of execution of this Agreement, the Parties agree that the following software and related Data will be provided to Partner under a separate Software Usage Agreement with the express understanding that Partner will use and protect such related Data in accordance with this clause. Unless retention of such Data is otherwise authorized under the Software Usage Agreement or Partner has entered into a license, consistent with 37 C.F.R. Part 404, for software provided under this Agreement, upon completion of activities under this Agreement, such related Data will be disposed of as instructed by NASA: "To be supplied in a related Implementing Arrangement as applicable."

(c) With respect to such Data specifically identified in this Agreement or specifically marked with a restrictive notice, Partner agrees to:

(i) Use, disclose, or reproduce such Data only to the extent necessary to perform the work required under this Agreement;

(ii) Safeguard such Data from unauthorized use and disclosure;

(iii) Allow access to such Data only to its employees and any Related Entity that require access for their performance under this Agreement;

(iv) Except as otherwise indicated in (c)(iii) above, preclude access and disclosure of such Data outside Partner's organization;

(v) Notify its employees who may require access to such Data about the obligations under this clause and ensure that such employees comply with such obligations, and notify its Related Entity that may require access to such Data about their obligations under this clause; and

(vi) Return or dispose of such Data, as NASA may direct, when the Data is no longer needed for performance under this Agreement.

10. Oral and visual information

If information that Partner considers to be Proprietary Data is disclosed orally or visually to NASA, NASA will have no duty to limit or restrict, and will not incur any liability for, any disclosure or use of such information unless: (a) Partner orally informs NASA before initial disclosure that such information is considered to be Proprietary Data, and (b) Partner reduces such information to tangible, recorded form that is identified and marked with a suitable restrictive notice as required by paragraphs 2 and 8 above and furnishes the resulting Data to NASA within 10 days after such oral or visual disclosure.

11. Classified Material

In the event that access to, acquisition of, or delivery of classified material is required under this Agreement, the Partner must provide a completed Contract Security Classification Specification (DD Form 254 or equivalent) to the NASA Point of Contact identified herein. Transmission and access to classified material shall be in accordance with NASA and U.S Federal Government statutes, regulations, and policies.

APPENDIX III . INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

1. The invention and patent rights set forth herein are applicable to any employees, contractors, subcontractors, or other entities having a legal relationship with Partner that are assigned, tasked, or contracted with to perform specified Partner activities under this Agreement. Partner agrees to inform such employees, contractors, subcontractors, or other entities of the obligations under this clause and to bind them to such obligations.

2. Based on the purpose and scope of this Agreement, and the responsibilities of the Parties, NASA has made an administrative determination that the provisions of section 305(a) of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. § 2457(a)), do not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) as a result of activities performed under this Agreement will remain with the respective inventing party(ies). No invention or patent rights are exchanged between or granted by such parties under this Agreement except that NASA and Partner agree to use reasonable efforts to identify and report to each other any invention that is believed to have been made jointly by employees of Partner and employees of NASA (including employees of such NASA contractors, subcontractors, or other entities), and to consult and agree as to the responsibilities and course of action to be taken to establish and maintain patent protection on such invention and on the terms and conditions of any license or other rights to be exchanged or granted by or between NASA and Partner.

APPENDIX IV. USE OF NASA NAME AND NASA EMBLEMS AND RELEASE OF GENERAL INFORMATION TO THE PUBLIC

1. NASA Name and Initials

Partner agrees the words "National Aeronautics and Space Administration" and the letters "NASA" will not be used in connection with a product or service in a manner reasonably calculated to convey any impression that such product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. In addition, with the exception of release of general information in accordance with paragraph 3 below, Partner agrees that any proposed public use of the NASA name or initials (including press releases resulting from activities conducted under this Agreement and all promotional and advertising use) shall be submitted by Partner in advance to the NASA Assistant Administrator for Public Affairs or designee ("NASA Public Affairs") for review and approval. Approval by NASA Public Affairs shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems

Use of NASA emblems/devices (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) are governed by 14 C.F.R. Part 1221. Partner agrees that any proposed use of such emblems/devices shall be submitted for review and approval by NASA Public Affairs in accordance with such regulations.

3. Release of General Information to the Public

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired and, insofar as participation of the other Party is involved after suitable consultation with that Party.