

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
LEGO SYSTEM A/S
AND
NASA
FOR
NASA RELATED PRODUCTS AND ACTIVITIES

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with The National Aeronautics and Space Act of 1958, as amended (42 U.S.C. 2473 (c)), this Agreement is entered into by the NASA National Aeronautics and Space Administration located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA HQ," "HQ," or "NASA") and LEGO System A/S located at Astvej, Billund, 7109, Denmark, (hereinafter referred to as "LEGO" or "PARTNER"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE AND IMPLEMENTATION

The purpose of this strategic alliance between NASA and LEGO System A/S (LEGO) is to jointly develop innovative educational and outreach activities and products related to NASA's research programs in exploration, technologies, science and aeronautics and to further NASA's science, technology, engineering and mathematics (STEM) education efforts. As part of this alliance, the Partner will develop various new products and activities related to NASA's missions. All the products will be designed to be utilized by the core target group over the period of this agreement. The core target group is defined as children between the ages of 5 and 14. In addition, these products and activities will have touch points to the core target group's families and to the adult fans of LEGO (AFOL).

The Parties will execute one (1) Annex concurrently with this Umbrella Agreement. Subsequent Annexes may be executed under this Umbrella Agreement consistent with the purpose and terms of this Umbrella Agreement. Each Annex will detail the specific purpose of the proposed activity, responsibilities, schedule and milestones, and any personnel, property or facilities to be utilized under the Annex. This Umbrella Agreement takes precedence over any Annexes. In the event of a conflict between the Umbrella Agreement and any Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella Agreement is controlling.

ARTICLE 3. RESPONSIBILITIES

Partner will use reasonable efforts to:

- a. Provide support of projects undertaken in any Annex;

- b. Provide internal coordination of approvals for Annexes;
- c. Provide for a single point of contact for Annexes development and operations.

NASA HQ will use reasonable efforts to:

- a. Provide support of projects undertaken in any Annex;
- b. Provide internal coordination of approvals for Annexes;
- c. Provide for a single point of contact for Annex development and operations.

ARTICLE 4. SCHEDULE AND MILESTONES

The Parties will execute one (1) Annex concurrently with this Umbrella Agreement. Additional Annexes will be performed on the schedule and in accordance with the milestones set forth in such Annex.

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds or other financial obligations 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, Title 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 personnel, facilities and 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 usage of the facilities, equipment, and personnel shall have priority over the usage 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 commercial users, NASA, in its sole discretion, shall determine the priority as between the two users. 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 or LEGO may enter into similar Agreements for the same or similar purpose with other U.S. private or public entities.

ARTICLE 8. 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.

ARTICLE 9. 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 developed at private expense or comprising commercial or financial information that is privileged or confidential, and is marked with a suitable restrictive

notice, provided that such Data: is not known or available from other sources without obligations concerning its confidentiality; has not been made available by the owners to others without obligation concerning its confidentiality; is not already available to the Government without obligation concerning its confidentiality; has not been developed independently by persons who have had no access to the information; and, is not required to be disclosed pursuant to Federal statute, law, regulation, or valid court order.

(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 1(c), 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.

(k) Partner may use the following, or a similar, restrictive notice as required by paragraphs 1(c), 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 [enter as applicable: "Background Data" or "Data Produced by Partner under a Space Act Agreement"] in accordance with the Data Rights provisions under Space Act Agreement [provide applicable identifying information] 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 [may list specific restrictions listed in the 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.

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, and that the dissemination of the results of NASA activities is one of the considerations for this Agreement, the Parties agree to coordinate proposed publication of results with each other in a manner that allows each Party a reasonable amount of time to review and comment on proposed publications.

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: "Not 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: [insert specific listing of data items or, if none, insert "None" or "Not 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: "Not 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

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.

ARTICLE 11. DISCLAIMER OF WARRANTY

Equipment, facilities, technical information, and services provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of such equipment, facilities, technical information, or services, 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 equipment, facilities, technical information, or services 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 12. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or supply of equipment, facilities, technical information, or services 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 13. COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, and environmental laws and regulations. Access by Partner to a 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. With respect to any export control requirements:

(a) The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in performing work under this Agreement. In the absence of available license exemptions/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.

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: "Not 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.

ARTICLE 10. 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 Communications or designee ("NASA Communications") for review and approval. Approval by NASA Communication 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 Communication in accordance with such regulations.

(b) The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work 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.

(c) The Partner will be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions or exceptions.

(d) The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

ARTICLE 14. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or 3 years from the date of the last signature, whichever comes first.

ARTICLE 15. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Umbrella Agreement or any Annex(es) by providing 30 calendar days written notice to the other Party. Termination of a Annex does not terminate this Umbrella Agreement. However, the termination or expiration of this Umbrella Agreement also constitutes the termination of all outstanding Annexes.

ARTICLE 16. 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" shall survive such expiration or termination of this Agreement.

ARTICLE 17. MANAGEMENT POINTS OF CONTACTS

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement.

Business/Administrative Points of Contact

NASA National Aeronautics and Space Administration

Debbie Rivera
Senior Manager, Strategic Alliances
300 E Street SW
Washington, DC 20546
Phone: 202-358-1743
drivera@nasa.gov

LEGO System A/S

Preben Moeller
Marketing Director
Astvej, Billund, 7190, Denmark
Billund, DK 7190
Phone: +45 79507697
prebenmoeller@lego.com

ARTICLE 18. 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 “Management Points of Contact.” The persons identified as the “Management 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 section limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 19. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

ARTICLE 20. 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 this Agreement.

ARTICLE 21. 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.

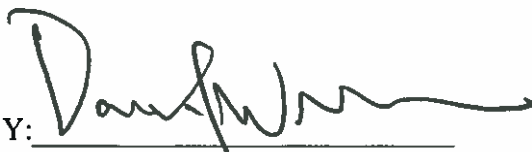
ARTICLE 22. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect 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.

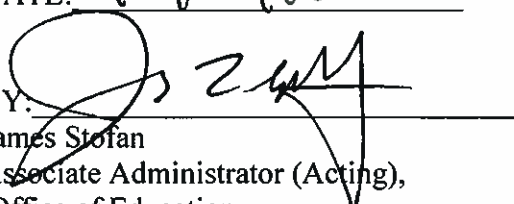
ARTICLE 23. SIGNATORY AUTHORITY

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

BY: 
David Weaver
Associate Administrator
Office of Communications
Mail Suite: 9P13
300 E Street SW
Washington, DC 20546
Phone: 202-358-1760

DATE: 10/12/10

BY: 
James Stefan
Associate Administrator (Acting),
Office of Education
300 E Street SW
Washington, DC 20546
Phone: 202-358-0103

DATE: 9/22/10

LEGO SYSTEM A/S

BY: 
Poul Schou
Senior Vice President, PG2
Aastvej 1, 7190 Billund, Denmark

Phone: +45 79506637

DATE: 10.09. 2010

ANNEX NO. 1
BETWEEN THE
LEGO System A/S
AND
NASA
FOR
NASA RELATED PRODUCTS AND ACTIVITIES

In accordance with the terms and conditions set forth in Space Act Agreement No. 7391, dated 10/12/10, the Parties hereby agree as follows:

ARTICLE 1. PURPOSE OF ANNEX

The purpose of this annex is to develop innovative products to be assembled and utilized on the International Space Station (ISS) for educational purposes. In addition, this annex will include development of educational and outreach activities related to the Partner's toy products. These activities will be designed to encourage participation in NASA programs in exploration, science, aeronautics research and space operations as well as inspire children to engage in further study of Science, Technology, Engineering and Mathematics (STEM) subject matter."

These new products will be developed with for core target group, children between 5 and 14 years of age, with touch points to their families and the adult fans of LEGO (AFOL) as well.

ARTICLE 2. RESPONSIBILITIES

Partner will use reasonable efforts to:

1. Incorporating NASA recommendations, develop and manufacture a "NASA City Educational Kit (hereafter, Kit) by LEGO" for flight aboard the International Space Station for educational or outreach purposes. The Kit will include LEGO bricks and other assembly parts which will be put together by an astronaut(s) to demonstrate how to build the Kit and the impact of microgravity on the assembly. The LEGO-provided Kit must meet NASA standards for flight readiness.
2. Incorporating NASA recommendations, develop and manufacture four LEGO City space sets to be introduced commercially in 2011. These sets will include, but are not limited to, Space Shuttle, International Space Station, Hubble Space Telescope, Mars rovers.

3. Provide NASA with access / display space at three LEGO Fan Events.
4. Inform the LEGO Fan Groups about NASA's participation in the activities.
5. Develop and promote a LEGO Adult Fans of LEGO (AFOL) space themed building competition, incorporating NASA recommendations. Produce a special NASA behind-the-scenes segment for LEGO Club TV of NASA employees working on the programs regarding human space flight, science, exploration, and aerospace technology for example, to be featured in the LEGO space sets. No export controlled NASA technical data can be visible in any footage, and must be reviewed by a NASA export control expert.
6. Provide metrics to NASA about user access to web content, reach of the NASA television segment and other metrics that are determined mutually by the Parties.
7. Host a special LEGO / NASA Space "Meeting" in Global Brand Retail Stores as mutually determined. Any event must not imply any NASA approval, endorsement or support of LEGO's products or services.
8. Provide funding for travel and lodging for the winners of an AFOL Space Building competition or for other giveaways as determined mutually beneficial to the Parties.
9. Coordinate with NASA on any promotional opportunities related to the projects.
10. Work with NASA on the development of educational content, educational products and educational activities for use in conjunction with NASA themed products and NASA themed educational kits.
11. Work with NASA to further explore appropriate in-school activities, upon mutual consent of both Parties, which are consistent with NASA educational goals.

NASA will use reasonable efforts to:

1. Provide LEGO procedures and standards to certify KIT for flight readiness. At NASA's sole discretion, certify the Kit for flight.
2. Provide flight aboard the Space Shuttle to deliver the KIT to the International Space Station (ISS) on a space available basis. If space aboard the Shuttle is unavailable, NASA will attempt to provide space aboard another launch vehicle to deliver the KIT to the ISS as reasonably available.
3. Provide recommendations to LEGO modelers to ensure "realistic" views of the space vehicles, space craft and other NASA related property.

4. Provide content for use in creating the toy packaging, building instructions, web site information, and mutually determined events to inform the public or the educational community about NASA missions and programs.
5. Jointly develop content for the micro web site, which will provide ongoing information about NASA facts and other NASA-appropriate material.
6. Coordinate with LEGO on promotional opportunities related to the project. Any promotional activities must not imply any NASA approval, endorsement or support of LEGO, its products or services. Provide staff, NASA information and display materials for mutually determined events.
7. Disseminate information to the public regarding LEGO AFOL space themed building competition with opportunities to display the winning building entries.
8. Award up to 2 winners, or a reasonable number that is mutually agreed to by the Partners with a behind the scenes tour at a NASA facility on an as-available basis.
9. Provide on an as-available basis a behind the scenes tour to The LEGO Group Club TV crew for filming the NASA segment and related communication material. NASA has the right to review edit, and approve the footage prior to its use for public release.
10. Work with LEGO on the development of educational content, educational products and educational activities for use in conjunction with NASA themed products and NASA themed educational kits.
11. Coordinate with LEGO, as far as practicable given NASA limited resources, on a global LEGO Club educational activity related to these projects.

ARTICLE 3. SCHEDULE AND MILESTONES

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

Create promotional activities	12 months from signature
Develop NASA City products and materials	9 months from signature
Test and fly kit to ISS (as available)	6 months from signature
Develop NASA City Educational Kit by LEGO	2 months from signature

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds or other financial obligations 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, Title 31 U.S.C. § 1341.

ARTICLE 5. TECHNICAL POINTS OF CONTACTS

The following personnel are designated as the principal points of contact between the Parties in the performance of this Annex.

Technical Points of Contact

NASA National Aeronautics and Space Administration

Mark Severance
ISS National Laboratory Education Projects Manager
Johnson Space Center
2101 NASA Parkway
Houston, TX 77058
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Mark.t.severance@nasa.gov

The LEGO Group

Preben Moeller
Marketing Director
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Billund, DC 7109
Phone: +45 79507697
prebenmoeller@lego.com

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or 3 years from the date of the last signature, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex is automatically expired upon the expiration of the Umbrella Agreement.

ARTICLE 7. SIGNATORY AUTHORITY

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

BY: William H. Gerstenmaier
William F. Gerstenmaier
Associate Administrator
for Space Operations
Mail Suite: 7P39
300 E Street SW
Washington, DC 20546
Phone: 202-358-1200

DATE: 24 Sept 2010

BY: James L. Stofan
James L. Stofan
Associate Administrator (Acting)
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300 E Street SW
Washington, DC 20546
Phone: 202-358-0103
DATE: 9/22/10

LEGO SYSTEM A/S

BY: Poul Schou
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DATE: 10.09.2010