

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER
AND BLACK RIVER INNOVATION CAMPUS
FOR NONREIMBURSABLE SPACE ACT AGREEMENT BETWEEN THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION GODDARD
SPACE FLIGHT CENTER AND THE BLACK RIVER INNOVATION CAMPUS FOR
DISSEMINATION OF NASA TECHNOLOGIES FOR ENTREPRENEURIAL
OPPORTUNITIES AND TECHNOLOGY TRANSFER TO UNIVERSITY (T2U) FOR
EDUCATIONAL UTILIZATION AND ANALYSIS.

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Goddard Space Flight Center, located at 8800 Greenbelt Road, Greenbelt, Maryland 20771 (hereinafter referred to as "NASA" or "NASA GSFC") and Black River Innovation Campus located at 60 Park Street, Springfield, VT 05156-3023 (hereinafter referred to as "Partner" or "BRIC"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

This Space Act Agreement enables collaboration between NASA GSFC and the Black River Innovation Campus (BRIC) to create opportunities for their entrepreneurial, start-up, and STEM networks to identify and pursue commercialization of patented NASA technologies. BRIC has received grant funding from the Economic Development Administration (EDA) for the Build to Scale fund for the expansion network of regional ecosystem. The BRIC is expanding their network of specializations in advanced manufacturing, cybersecurity, and medical technologies. This EDA investment will also support a new project focused on scaling the network and resource support needed for technology startups to succeed in rural Vermont. The BRIC will work collaboratively with NASA GSFC to identify candidate technologies, host engagements, and develop strategies for commercialization through creation of technology start-up companies, incubator and accelerator collaborators, and other economic development networks within the region.

This agreement also supports the Agency-level Technology Transfer Expansion program (T2X) and the Technology Transfer to University (T2U) program. NASA's T2X, T2U and STEM engagement programs focus on providing resources to grass roots efforts of engaging start up and future workforce in the mission of NASA technology transfer. The BRIC is located within the Vermont ecosystem, with experience and networks, STEM engagement within the school systems and Universities throughout the area specifically targeting the startup community. The BRIC has the resources and established networks to host a variety of activities as an intermediary between NASA and the STEM community.

Under this Agreement, the BRIC will be granted access to NASA's patented technologies portfolio and NASA GSFC personnel, on a non-interference basis, to conduct commercial studies, accelerator programs, and for educational purposes and student projects. Given the BRIC's expanding network, NASA will utilize the accelerator start up programs and STEM engagement at the high school and university level as technology transfer licensing pipelines. The commercialization studies, accelerator programs, and market analysis will serve as research that determines commercial viability of a patented technology. Participants in both pipelines will apply government Technology Transfer practices and resources to research and projects. Such efforts can also be accelerated by taking advantage of the knowledge base built by NASA engineers. While the technology applications may be oriented toward space flight applications, this collaboration will provide the potential to identify additional innovative technology applications with an end-goal set on solving clinical challenges and problems.

NASA and GSFC have developed many advanced technologies that have significant commercial potential. This partnership will create unique student learning opportunities and authentic learning experiences related to technology transfer practices. GSFC and/or NASA's technology portfolio will allow students to contribute to NASA's work and to building the pipeline for a diverse future Science, Technology, Engineering, Math, and Health (STEM-H) workforce as part of this NASA Technology Transfer University (T2U) initiative.

This agreement supports NASA's 2022 Strategic Plan that highlights the desire to inspire young explorers, scientists, and technologists — the Artemis generation — who will lead our Nation's skilled Science, Technology, Engineering, and Mathematics (STEM) workforce. This agreement is in support of the goal to strengthen STEM education through inspirational missions and collaboration with the academic community; Specifically, the activities support Strategic Objective 4.3, Build the next generation of explorers. NASA is committed to create a culture and drive a collective focus across NASA's STEM engagement community on broadening student participation, and foster a commitment to Diversity, Equity, Inclusion, and Accessibility (DEIA) in student opportunities and programs.

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Provide resources for BRIC to host ecosystem engagement activities. Provide information on select technologies in the NASA Intellectual Property portfolio that have relevance for ongoing research, academic purposes, or that may achieve potential commercial application, as relevant.
2. Provide resources and information on licensing process for GSFC and/or NASA technology as appropriate for compelling technologies. Evaluate any licensing requests

for NASA GSFC technology. NASA GSFC will provide a timely final determination for all technology transfer decisions.

3. Provide appropriate support for planned outreach activities.
4. Provide publicly available information on NASA technologies (presentations, papers, FAQs, etc.) to BRIC for collaborators to reduce the level of access required to the NASA subject matter experts.
5. Make brief technical consultations available with NASA civil servant subject matter experts and/or innovators to further describe and clarify the technical content, operation, and potential applications of the provided candidate NASA GSFC technologies. These consultations may take place in the form of phone calls or video meetings. The availability of the subject matter experts and/or innovators and the mode of consultation shall be at the sole discretion and coordinated through the designated NASA GSFC representative on a non-interference basis.
6. Identify a designated NASA GSFC representative to meet with the designated BRIC representative, as deemed necessary by the designated NASA GSFC representative, to discuss technologies for use in the programs.
7. Participate in regularly scheduled meetings with the BRIC team on projects and collaborations.
8. As appropriate, support outreach initiatives aimed at promoting the commercialization of NASA GSFC technologies in support of economic development and growth within the BRIC regional ecosystem.
9. Provide the BRIC representative with any success stories, press releases, social media, etc. for cross-sharing purposes.

BRIC will use reasonable efforts to:

1. Collaborate with NASA GSFC on ecosystem engagement hosted activities: Identify NASA GSFC resources needed for use in any STEM or incubator technology sprints, academic programs, incubator programs, etc. The BRIC will provide a list identifying the selected technologies and participants that selected each technology, once selected. The nationality of participants shall be provided to ensure compliance with export control laws.
2. Provide requests to NASA GSFC on the desired portfolio technologies or technology areas that have potential academic or commercial application for use in the BRIC hosted programs.
3. Provide NASA GSFC with any licensing requests.
4. Provide and collaborate with NASA GSFC on planned outreach activities.
5. Provide GSFC with an economic development growth landscape of the region, including information on upcoming programs, initiatives, etc. that would align with T2, T2U, and T2X goals.
6. Request technical consultations with NASA GSFC Subject Matter Experts (SMEs) in a timely matter.

7. Provide copies to GSFC of all projects with use of GSFC technologies, including but not limited to: business plans, commercialization assessments, market assessments, study reports, etc.
8. Identify a designated BRIC representative to meet with the designated GSFC representative to discuss technologies for use in the program.
9. Notify GSFC in the event of any new partners and/or funding for BRIC's Federal lab engagement projects.
10. Provide any success stories, press releases, social media, etc. for cross-sharing purposes to NASA GSFC representative.
11. Comply with all NASA GSFC regulations and policies concerning conduct while on-site at GSFC.
12. Provide an interim and a final report to NASA GSFC. The inputs will include, but not be limited to: identifying the specific collaborations established under the auspices of this agreement, and providing any new processes developed, data created, lessons learned and recommendations for future implementations of similar agreements.

ARTICLE 4. SCHEDULE AND MILESTONES

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

GSFC will schedule an introductory kick-off meeting with BRIC stakeholders	Executed Date of Agreement (EDA) + 30 days
GSFC will provide Technical Opportunity Sheets (TOPS) for projects, as requested	Ongoing, within 10 days of request
BRIC and GSFC will identify representatives for agreement-related activities that will serve as the main Points of Contact (POC) for all activities	EDA + 10 days; as needed until end of Agreement thereafter
NASA POC will arrange BRIC meetings with subject matter experts, on a non-interference basis	Ongoing, within 30 days of request
NASA POC will provide support for BRIC outreach initiatives, on a non-interference basis	Ongoing, within 30 days of request
BRIC will invite NASA POC and NASA SME(s) to final out brief presentations	Ongoing
NASA POC will meet at least quarterly with BRIC stakeholders	Ongoing, Monthly
GSFC will provide publicly available technology information to BRIC	Ongoing, within 10 days of written request

BRIC will provide GSFC with success stories, press releases, social media posts

Ongoing, within 10 days of release date

BRIC will provide GSFC with final report of all activities

Within 15 days of project completion

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY

A. Partner hereby waives any claims against NASA or one or more of its Related Entities for any injury to, or death of, Partner or one or more of its Related Entities, or for damage to, or loss of, Partner's property or the property of its Related Entities, arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. For purposes of this Agreement, "Related Entities" shall mean contractors and subcontractors of a Party at any tier; grantees, investigators, customers, and users of a Party at any tier and their contractors or subcontractor at any tier; or, employees of the Party or any of the foregoing.

B. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA and its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. In the event the U.S. Government incurs any liability based upon Partner's failure to provide for the waiver by Partner's Related Entities set out above, Partner agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for liability by Partner's Related Entities.

C. In the event U.S. Government property is damaged as a result of activities conducted under this Agreement, except in the case of gross negligence or willful misconduct by NASA, Partner shall be solely responsible for the repair and restoration of such property subject to NASA direction. Prior to issuing such direction, NASA will consider input from Partner and other factors such as the extent to which damage was attributable to the activity and the respective responsibilities of each party as described in the agreement.

D. Notwithstanding the other provisions of this Article, the waiver of liability set forth in this section shall not be applicable to:

- i. Claims between Partner and its own Related Entity or between its own Related Entities;
- ii. Claims made by a natural person, his/her estate, survivors, or anyone claiming by or through him/her (except when such person or entity is a Party to this Agreement or is otherwise bound by the terms of this 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 Partner to extend the waiver of liability to its Related Entities, pursuant to paragraph B of this Article; or
- vi. Claims by Partner arising out of or relating to NASA's failure to perform its obligations under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner, that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data," means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data," means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
 - a. known or available from other sources without restriction;
 - b. known, possessed, or developed independently, and without reference to the Proprietary Data;

- c. made available by the owners to others without restriction; or
 - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
 5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3. above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
 6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
 7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
 8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
 9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.

B. Data First Produced by Partner Under this Agreement

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

C. Data First Produced by NASA Under this Agreement

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

D. Publication of Results

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

E. Data Disclosing an Invention

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

F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Inventions and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

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

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

B. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use

reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 11. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed

under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access, including use of Interconnection Security Agreements (ISAs), when applicable.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

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

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

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

D. With respect to the requirements in Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019, Public Law 115-232:

1. In performing this Agreement, Partner will not use, integrate with a NASA system, or procure with NASA funds (if applicable), "covered telecommunications equipment or services" (as defined in Section 889(f)(3) of the NDAA).

2. The Partner will ensure that the provisions of this Article apply to its Related Entities.

ARTICLE 16. TERM OF AGREEMENT

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

ARTICLE 17. RIGHT TO TERMINATE

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

ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights"-related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Goddard Space Flight Center

Darryl R. Mitchell
Chief
Mail Stop: 102
8800 Greenbelt Road
Greenbelt, Maryland 20771
Phone: 3012865810
Darryl.R.Mitchell@nasa.gov

Black River Innovation Campus

Marguerite Dibble
Interim Executive Director
60 Park Street
Springfield, VT 05156-3023
Phone: 802-692-5773
director@bricvt.org

Technical Points of Contact

NASA Goddard Space Flight Center

Samantha Kilgore
Technology Liaison
Mail Suite: 102
8800 Greenbelt Road
Greenbelt, Maryland 20771
Phone: 3012868994
Samantha.Kilgore@nasa.gov

Black River Innovation Campus

Marguerite Dibble
Interim Executive Director
60 Park Street
Springfield, VT 05156-3023
Phone: 802-692-5773
director@bricvt.org

ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. 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 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 25. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 26. 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
GODDARD SPACE FLIGHT
CENTER

BLACK RIVER INNOVATION
CAMPUS

BY: _____
Christyl Johnson
Deputy Director for Technology and
Research Investments

BY:  _____
Marguerite Dibble
Interim Executive Director

DATE: _____

DATE: _____

