

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER
AND UNIVERSITY OF MARYLAND
FOR COLLABORATIVE PLANNING OF NEXPLORE 2040 SUMMIT WITH
XFOUNDRY@UMD

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 the University of Maryland, a public agent and instrumentality of the State of Maryland, located at Office of Research Administration, Room 3112 Lee Building, 7809 Regents Dr, College Park, MD 20742 (University) on behalf of itself and its xFoundry at University of Maryland College Park (xFoundry@UMD) located at E. A. Fernandez IDEA Factory, 4462 Stadium Drive, College Park, MD 20742-3281 (hereinafter referred to as "Partner" or "UMCP" or xFoundry or xFoundry@UMD). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA's Goddard Space Flight Center (GSFC) and xFoundry wish to collaborate to coordinate the planning, logistics, and program content for the NEXPLORE 2040 summit. NASA GSFC and xFoundry have a mutual interest in the development of the next generation workforce that is prepared to meet the challenges and opportunities of future occupations that are becoming increasingly more dependent upon STEAM skills and knowledge. This event will provide a forum for advancing collaborative efforts and initiating new ones, exploring technological advancements and groundbreaking innovations, and provide attendees an opportunity to experience authentic interactions and exchange best practices. Additionally, NASA GSFC and xFoundry plan to create authentic learning experiences for student participants by curating interactive competitions and design challenges that will excite and engage the next generation in developing innovative solutions across five key areas of interest to NASA, while promoting a culture of creativity, research, and development. xFoundry transforms universities into dynamic solution engines and their initiatives are deeply integrated with local communities, engaging regional industry and governmental partners to source real-world problems for students to solve. By delivering impactful solutions back to their communities, students drive scalable positive change, creating a growth feedback loop. Successful projects allow students to understand how local impacts can change the global Grand Challenge landscape, as

solutions generated through their programs can grow to touch the lives of people across the world. These efforts complement existing entrepreneurship programs at universities.

This agreement enhances NASA's ability to contribute to the goal of attracting and retaining a skilled and diverse workforce, expanding awareness of space, and inspiring the masses to recognize the value of NASA, while encouraging contributors to add value to NASA. In alignment with Goddard's 2040 strategic vision to establish new relationships and expand collaborations and partnerships, this collaboration supports our efforts to broaden access to and participation in STEM education and research opportunities advancing us towards our strategic goals and objectives. Additionally, this collaboration would facilitate more long range and substantive relationships and provide increased opportunities for students to experience real-world exposure to STEM-related careers.

ARTICLE 3. RESPONSIBILITIES

A. NASA GSFC will use reasonable efforts to:

1. Provide support for the overall event planning and coordination as requested by the Partner.
2. Collaborate in the development of the event's content, agenda, and selection of program participants.
3. Offer input and facilitate introductions as needed for the compilation of the event's invite list.
4. Develop mutually agreed-upon metrics and indicators to assess the event's success.
5. Ensure the presence of relevant NASA officials and representatives at the event.
6. Coordinate internally with NASA Goddard offices and other NASA entities to ensure alignment and support for the event.
7. Oversee the coordination and provision of NASA-related materials, such as content, banners, and exhibits, to be used during the event.
8. Engage appropriate stakeholders by providing information and leading conversation around the vision, intent and background of the event and student challenge.
9. Assist in coordinating input related to the university student challenge component in collaboration with NASA's Challenge Manager for Centennial Challenges, including engaging Subject Matter Experts to support the development of the university student challenge rules and evaluation criteria.

10. Collaborate to identify, recruit and train qualified and impartial individuals for the university student challenge judging panel. This includes individuals inside and outside of NASA and in the private sector and universities.
11. Facilitate introductions and engagement with NASA partnered university stakeholders to broaden participation in the university student challenge.
12. Plan and facilitate any physical tours of NASA facilities or property, if mutually agreed upon, as part of the overall event schedule.

B. xFoundry@UMD (the Partner) will use reasonable efforts to:

1. Create and manage the event's content, agenda, and program participants, ensuring alignment with the overall objectives of the summit.
2. Establish metrics and indicators to evaluate the event and the university student challenge outcomes, in collaboration with NASA.
3. Develop and finalize invite lists in coordination with NASA and determine the schedule for sending invitations.
4. Develop and manage the event and university student challenge website, promotional materials, and other relevant products
5. Engage its network of donors, sponsors, and partners to support the event, including capturing contributions of funding, time, and resources. Both NASA and xFoundry will mutually agree on which external entities to involve.
6. Promote and conduct outreach for the event, adhering to NASA's media usage policies and in consultation with Goddard's Office of Communications and Office of General Counsel.
7. Manage formal invitations to speakers and participants.
8. Assist in coordinating input related to the university student challenge component in collaboration with NASA's Challenge Manager for Centennial Challenges, including engaging Subject Matter Experts to support the development of the university student challenge rules and evaluation criteria.
9. Support efforts in responding to all inquiries about the university student challenge from the general public, prospective teams and registered teams.
10. Collaborate to identify, recruit and train qualified and impartial individuals for the university student challenge judging panel. This includes individuals inside and outside of NASA and in the private sector and universities.
11. If applicable, receive and award external prize purse to the winning teams as determined by the official challenge rules.

12. Handle registration for the event and the university student challenge and related participant logistics including ensuring teams meet the eligibility requirements for participation in the challenge
13. Coordinate and manage all logistical aspects of the event to ensure its successful execution.
14. In partnership with NASA, engage, support, and accelerate the development of winning student solutions from the university student challenge as part of NEXPLORE 2040.
15. Collaborate with NASA to determine and adjust the potential scale, format, location, and participation of future NEXPLORE 2040 events, based on the mutually agreed-upon metrics for the current event.

ARTICLE 4. SCHEDULE AND MILESTONES

The tentative major milestones for the activities defined in the "Responsibilities" Article are as follows, pending finalization date of agreement, timely alignment of key benefactors/sponsors, and subsequent event details:

1. Pitch Competition Timeline (January 2025 – August 2025)

- NASA and xFoundry: Decide competition themes and problem areas, based on NASA's 2040 goals.
- xFoundry: Design pitch competition collateral. Initiate discussions with for universities to have university teams participate in the competition.
- January 2025 – March 2025
 - xFoundry: Oversee university team formation and support preliminary research and ideation. Recruit teams from a variety of institutions, including community colleges and underrepresented communities.
- April 2025 – August 2025
 - xFoundry: Teams submit initial problem proposals for review. Complete the second round of proposal vetting (the first having been done by university stakeholders as part of the submission process) to narrow applicant pool.
- Late August 2025
 - NASA and xFoundry: Full written proposals and video submissions are due. Judging panel, including NASA and industry experts, will review submissions and select the winner(s).

- xFoundry: Provide Xpress refinement of proposals. Conduct final dry runs of presentations with finalist teams and coordinate all remaining logistics for the Pitch Competition.

2. NEXPLORE 2040 Summit Timeline (January 2025 – September 2025)

- January 2025
 - xFoundry: Secure partnerships and collaborations with external entities and prepare for university outreach. Confirm the event venue and finalize contracts.
 - xFoundry: Develop the media plan in coordination with the Office of Communications and prepare for external promotions.
 - NASA Engage key internal and external stakeholders, including academic and industry partners.
 - NASA and xFoundry: Start event content development, defining session topics, workshops, and preliminary agenda drafts.
- January 2025
 - xFoundry: Send formal invitations to non-NASA speakers and initiate onboarding of university teams for the competition.
 - NASA: Send formal invitations to NASA speakers.
- March – April 2025
 - NASA and xFoundry: Finalize the summit's content and secure speaker confirmations.
 - xFoundry: Continue outreach to universities and industry partners for participation in workshops and panel discussions.
- June 2025
 - NASA and xFoundry: Finalize the event agenda and confirm all speakers for workshops and panels.
- July 2025
 - xFoundry: Conduct site visits to the Milken Center and prepare for presentation dry runs.
 - NASA: Work on scheduling and preparation for NASA speakers' presentations.
- August 2025
 - NASA and xFoundry: Final logistical preparations for the event, including speaker coordination and travel arrangements.

- September 2025
 - NASA and xFoundry: Host the NEXPLORE 2040 Summit, featuring keynote addresses, panel discussions, technology showcases, potential Goddard tour for select stakeholders, and the final presentations from the Pitch Competition. Winning team(s) will be announced and awarded during the summit.

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 its 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, either Party may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY

A. Each Party hereby waives any claim against the other Party or one or more of its Related Entities (defined below) for any injury to, or death of, the waiving Party or one or more of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this

Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Partner further agrees to extend this 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. 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.

C. Notwithstanding the other provisions of this Article, the waivers of liability set forth in this section 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 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 a Party to extend the waiver of liability to its Related Entities, pursuant to paragraph 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

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Information and data exchanged under this Agreement is exchanged without restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this Agreement or agreed to by the Parties for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. “Contributing 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 Contributing Entities of Partner. Partner shall ensure that its employees and Contributing Entity employees know about and comply with 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 Contributing 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 PARTIES' NAME AND IDENTIFIERS

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.

C. Partner Name and Trademarks. NASA shall not use Partner’s name or trademarks in a way that creates an impression that the product or service has the authorization, support, sponsorship, or endorsement of the Partner. NASA will make no use of the Partner trademarks except as permitted by law and this Agreement.

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, which in the case of umbrella agreements

includes any associated annexes, will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided under this Agreement are provided “as is.” Parties make 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 Party 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

The Parties do not endorse or sponsor any commercial product, service, or activity. The Parties participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by the Parties. 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. NASA agrees that nothing in this Agreement will be construed to imply that Partner authorizes, supports, endorses, or sponsors any product or service of NASA resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ Partner-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 one year from the Effective Date, whichever comes first.

ARTICLE 17. TERMINATION

Either Party may unilaterally terminate this Agreement by providing ninety (90) 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

Christyl Johnson
Deputy Director for Technology & Research Investments
8800 Greenbelt Road
Greenbelt, Maryland 20771
Phone: 301-286-8058
Christyl.Johnson@nasa.gov

University of Maryland - Technical

Amir Ansari
Co-Founder & Executive Director
E. A. Fernandez IDEA Factory
4462 Stadium Drive
College Park, MD 20742-3281
Phone: (240) 991-8783
xfoundry@umd.edu

University of Maryland – Administrative

Meghan Calandro, Contract
Manager
Office of Research Administration
Room 3112 Lee Building, 7809
Regents Dr
College Park, MD 20742
oranma@umd.edu

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 signatories 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. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide reasonable assistance to each other in the conduct of any investigation. For all NASA mishaps or close calls, Partner agrees to comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping".

ARTICLE 22. MODIFICATIONS

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

ARTICLE 23. ASSIGNMENT

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

ARTICLE 24. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 25. INDEPENDENT RELATIONSHIP

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

ARTICLE 26. LOAN OF GOVERNMENT PROPERTY

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

ARTICLE 27. SIGNATORY AUTHORITY

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

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION
GODDARD SPACE FLIGHT CENTER

UNIVERSITY OF MARYLAND

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

BY: Katie McKeon
Katie McKeon
Associate Director

DATE: _____

DATE: 01/17/2025