

2011 STRONG TETHER CHALLENGE TEAM AGREEMENT

BETWEEN

SPACEWARD FOUNDATION

AND

(NAME OF TEAM) _____

1 INTRODUCTION

This Agreement (“AGREEMENT”) is entered into by the Spaceward Foundation (“SPACEWARD”) and (name of individual and/or company) _____

(“TEAM”) located at (address of individual or company) _____

SPACEWARD and TEAM are collectively referred to as “the Parties.”

The purpose of this AGREEMENT is to establish the conditions for a TEAM to qualify and participate in a technology demonstration competition specifically the 2011 Strong Tether Challenge (“CHALLENGE”) to be conducted in 2011, intended to promote the development of high strength-to-weight materials resulting in a monetary award to the winning TEAM.

A TEAM is an individual or private entity, or a group of individuals and/or private entities, that register to participate in the CHALLENGE. A TEAM is comprised of a TEAM LEADER and TEAM MEMBERS. A TEAM LEADER is a single private entity or individual which is the sole agent representing the TEAM regarding its participation in the CHALLENGE. A TEAM LEADER is, by definition, also a TEAM MEMBER.

Any U.S. Government organization or organization principally or substantially funded by the Federal Government, including Federally Funded Research and Development Centers, Government-owned, contractor operated (GOCO) facilities, University Affiliated Research Centers, and any employee of such organizations acting within the scope of his or her employment are ineligible to be a TEAM LEADER or TEAM MEMBER.

A TEAM LEADER may not participate in the CHALLENGE on more than one TEAM. TEAM MEMBERS may participate in the CHALLENGE on more than one TEAM.

The winner of the CHALLENGE will be selected by a panel of judges, convened by SPACEWARD, and based on objective criteria and rules made available to the TEAM. SPACEWARD has arranged for the following purse to be funded by a collection of one or more private or government organizations (“FUNDERS”): US\$2,000,000.00 (two million U.S. dollars) distributed to the CHALLENGE winner(s). Unless the TEAM wins the CHALLENGE as determined by judges selected by SPACEWARD, the TEAM will not receive payment of any kind for preparation or participation by the TEAM in the CHALLENGE. CHALLENGE winners will be paid directly by the FUNDERS. SPACEWARD will not make any payments to CHALLENGE winners.

Execution of this AGREEMENT indicates the willingness and intent of the TEAM to participate in the CHALLENGE and to follow and abide by all the terms of this AGREEMENT.

All interactions by the TEAM regarding the CHALLENGE will be directly between SPACEWARD and the TEAM LEADER.

2 CHALLENGE DETAILS

Refer to the 2011 Strong Tether Challenge Handbook as issued by SPACEWARD for CHALLENGE overview, rules, and definitions.

2.1 Deadline

The CHALLENGE will be conducted August 12, 2011, unless extended at SPACEWARD's discretion.

2.2 Financing

The TEAM shall not obtain U.S. Government funding for purposes of participation in the CHALLENGE.

2.3 Uses of U.S. Government Resources

The TEAM is permitted to use or pay for the use of U.S. Government facilities, personnel, hardware, or information previously developed by the U.S. Government if access is made available to all TEAMS on an equitable basis.

2.4 Government Regulations and Licensing

The TEAM will comply with all U.S. laws, regulations and policies, including those relating to export control and nonproliferation, and the laws of relevant state and local jurisdictions that pertain to or govern any activities conducted by the TEAM in connection with the CHALLENGE.

2.5 Eligibility

Only TEAM LEADERS are eligible to win a prize.

To be eligible to win a prize, a TEAM LEADER—

- (1) shall have registered to participate in the competition;
- (2) shall have complied with all the requirements;
- (3) in the case of a private entity, shall be incorporated in and maintain a primary place of business in the United States, and in the case of an individual, whether participating singly or in a group, shall be a citizen or permanent resident of the United States; and
- (4) shall not be a Federal entity or Federal employee acting within the scope of their employment

All TEAM MEMBERS will apply to register for the CHALLENGE through the TEAM LEADER and must receive written concurrence by SPACEWARD.

All TEAM MEMBERS must execute an “Adoption of AGREEMENT” committing to all terms of this AGREEMENT and provide the original signed copy to the TEAM LEADER. By signing below, the TEAM LEADER represents that all TEAM MEMBERS have executed the Adoption of AGREEMENT and that no one else will become a member of the TEAM or participate in the CHALLENGE until such new TEAM MEMBER has signed an Adoption of AGREEMENT. SPACEWARD may disqualify any TEAM if it discovers that a person is acting as a TEAM MEMBER who has not signed this AGREEMENT. The TEAM LEADER will promptly provide SPACEWARD with a copy of the “Adoption of Agreement” signed by each TEAM MEMBER, but later than one week prior to the CHALLENGE competition

2.6 Liability

By competing in the CHALLENGE, the TEAM agrees to assume any and all risks and waive claims against the Federal Government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from their participation in a competition, whether such injury, death, damage, or loss arises through negligence or otherwise. For the purposes of this paragraph, the term ‘related entity’ means a contractor or subcontractor at any tier, and a supplier, user, customer, cooperating party, grantee, investigator, or detailee.

The TEAM also acknowledges that SPACEWARD has entered into an agreement with the FUNDERS to pay the purse and agrees that the payment of the purse to winners announced by FUNDERS is an obligation of the FUNDERS and not to SPACEWARD. The TEAM will not hold SPACEWARD responsible for any failure of the FUNDERS to disburse funds.

2.7 Purse Payment

The FUNDERS have agreed to issue purse payments to the TEAM LEADER of a winning TEAM announced by the FUNDERS no later than 60 days after the FUNDERS have received proper fund transfer information from the TEAM LEADER. Each TEAM MEMBER acknowledges that the FUNDERS shall only be obligated to make purse payments to the TEAM LEADER. TEAM MEMBERS hereby acknowledge that any failure of the TEAM LEADER to make payments of any kind to TEAM MEMBERS is the responsibility of the TEAM LEADER, and not the responsibility of SPACEWARD or the FUNDERS.

2.8 Disclosure of Confidential Information

SPACEWARD may request information from TEAMS on their CHALLENGE designs and other technical information to ensure compliance with the Challenge rules and safety during the Challenge. . If requested, SPACEWARD will enter into a confidentiality agreement prior to receiving such information, on such terms and conditions as the TEAM LEADER and SPACEWARD may agree. The TEAMS agree that such information may be shared with the FUNDERS. If the parties are unable to agree on a confidentiality agreement, SPACEWARD reserves the right to terminate the participation of a TEAM in the CHALLENGE.

3 SAFETY

SPACEWARD reserves the right to deem any TEAM or individual TEAM MEMBER “unsafe” at any time and eliminate the TEAM or any individual member from the competition. SPACEWARD is willing to

provide a non-binding safety audit to the TEAM, subject to time and availability constraints. SPACEWARD will answer any safety-related questions promptly, and will dispense safety-related advice when it sees fit.

4 RIGHTS

4.1 Use of Names, Trademarks and Insignias

The TEAM may not use the name, trademark or insignia of SPACEWARD, its contractors, collaborators, or FUNDERS on its hardware and printed materials related to the participation of the TEAM in the CHALLENGE without SPACEWARD's or its contractor's, collaborator's, or FUNDER's prior written consent, whichever party is applicable.

The TEAM agrees that unauthorized use of such names, trademarks and insignias shall result in removal from participation in the CHALLENGE if the TEAM continues unauthorized use after being notified to cease and desist.

4.2 Media Rights

The TEAM agrees that SPACEWARD and FUNDER shall have non-exclusive rights, exercisable at their discretion, to exploit all pre-existing or developed media emanating from documenting, filming, recording, or otherwise fixing any aspect of the Challenge in a tangible means of expression by any means or in any manner or medium now existing, including, without limitation, audio, video, digital, and photographic material, or developed in the future, now known or hereafter created, including, without limitation, the story of each Team's participation and events related to the Competition. For the purposes of this Agreement, the right to "exploit" shall include the rights to use, copy, sublicense, modify, transmit, display, distribute, perform, make, sell, assign, license, transfer, import, export, and otherwise dispose of or exploit in any manner or medium whatsoever, existing now or in the future.

Each Team competing in the Challenge shall also have non-exclusive rights to exploit all pre-existing media or media developed by the Team itself.

Each TEAM MEMBER agrees to allow SPACEWARD and the FUNDERS to use the name, biographical information, and likeness of such TEAM MEMBER (without charge) as may be reasonably required in connection with the media material prepared and distributed by SPACEWARD and the FUNDERS relating in any way to the CHALLENGE.

The TEAM agrees to provide SPACEWARD with reasonable amounts of video footage or access for recording activities related to participation of the TEAM in the CHALLENGE and the right to use said footage for public affairs and/or educational purposes. SPACEWARD is granted the right to furnish said footage, and the right to use said footage, to the FUNDERS.

The TEAM agrees that its failure to furnish video footage or access for recording purposes based on SPACEWARD's reasonable requests may result in the TEAM's removal from participation in the CHALLENGE.

4.3 Purchase and Sales Rights

The TEAM agrees that SPACEWARD and the FUNDERS retain the non-exclusive right to purchase from the TEAM the resultant or derived product or service used to win the CHALLENGE. This section does not guarantee a purchase of the resultant or derived product or service and is subject at all times to the parties reaching mutual agreement after the CHALLENGE.

The TEAM retains all rights to sell the resultant or derived product, service, or technology used to win the CHALLENGE to whomever they wish, provided they abide by all local, state, and federal laws and regulations regarding the sale and export of technology.

4.4 Intellectual Property Rights

To the extent that the TEAM owns intellectual property resulting from its participation in the CHALLENGE, the TEAM agrees to negotiate in good faith with the FUNDERS that are members of the federal government for the grant of a nonexclusive, nontransferable, irrevocable, license to practice or have practiced for or on behalf of the United States, the intellectual property throughout the world, at reasonable compensation, as agreed by the parties, if the U.S. government chooses to pursue such a license.

5 GENERAL PROVISIONS

5.1 Governing Law

The Parties hereby designate United States Federal Law to govern 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.

5.2 Acceptance and Removal

By executing this AGREEMENT, SPACEWARD accepts the TEAM for the CHALLENGE.

SPACEWARD has the right to eliminate the TEAM from the CHALLENGE at any time if the TEAM fails to meet any term of this AGREEMENT or the latest version of the Strong Tether Challenge Handbook.

Removal of the TEAM from participating in the CHALLENGE eliminates the possibility of the TEAM winning the CHALLENGE.

The TEAM agrees to abide by a decision for removal made by SPACEWARD, without contest, legal recourse, or any other action of protest of the decision.

5.3 Reporting

On a quarterly basis, the TEAM agrees to provide SPACEWARD with a written total (a single amount) for the following: the TEAM's incremental and cumulative financial, property (capital), personnel, and any other investments, and/or expenditures (direct or in-kind) made to conduct any and all activities related to or required by participation of the TEAM in the CHALLENGE. SPACEWARD will not make this information public except in aggregate form for all TEAMS competing in the CHALLENGE.

The TEAM agrees that failure to meet this reporting requirement within 30 days of a request from SPACEWARD may result in its removal from participation in the CHALLENGE.

5.4 Effective Date

The Effective Date of this AGREEMENT is the later date on which the Parties execute this AGREEMENT.

5.5 Responsible Officers

The following are Responsible Officers (or their designee) for each party for purposes of providing periodic TEAM updated information, to coordinate planning of the CHALLENGE, and to perform other interfacing functions between the TEAM and SPACEWARD as necessary. When questions arise about CHALLENGE rules, the Responsible Officer may contact SPACEWARD for a case-by-case interpretation and ruling.

Spaceward Foundation
Ms. Metzada Shelef
President
Tel: 650-969-2010
Fax: 650-887-2332
Email: meekk@spaceward.org
790-A N. Shoreline Blvd.
Mountain View, CA 94043

TEAM Name _____

TEAM Mailing Address _____

TEAM LEADER Name _____

TEAM LEADER Employer: _____

TEAM LEADER Mailing Address _____

TEAM LEADER Telephone Number _____

TEAM LEADER Fax Number _____

TEAM LEADER Email _____

5.6 Complete Agreement

This AGREEMENT represents the full and complete understanding and agreement between the parties regarding their relationship and the CHALLENGE. It merges and supersedes all previous agreements, oral or written, express or implied including related communications and representations.

5.7 Invalidity

The invalidity, in whole or in part, of any part of this AGREEMENT herein shall not affect the validity or enforceability of any other part of this AGREEMENT.

5.8 Assignment

The TEAM may not assign this AGREEMENT to any party without the prior approval of SPACEWARD. SPACEWARD may assign this AGREEMENT to a FUNDER or its designated agent.

5.9 Insurance

The TEAM agrees to investigate and obtain any and all insurance policies or coverage required by its local, state, or federal governments to conduct any and all activities related to or required by participation of the TEAM in the CHALLENGE.

In addition, TEAMS must obtain liability insurance or demonstrate financial responsibility, in amounts determined by the Administrator, for claims by—

(A) a third party for death, bodily injury, or property damage, or loss resulting from an activity carried out in connection with participation in a competition, with the Federal Government named as an additional insured under the registered participant's insurance policy and registered participants agreeing to indemnify the Federal Government against third party claims for damages arising from or related to competition activities; and

(B) the Federal Government for damage or loss to Government property resulting from such an activity.

The TEAM agrees that failure to meet this insurance requirement will result in the TEAM's removal from participation in the CHALLENGE.

5.10 Waiver and Acknowledgement

In return for the opportunity to participate in this CHALLENGE, the TEAM agrees to waive any and all claims against SPACEWARD, its contractors and FUNDERS, including but not limited to claims in contract and tort, related to or arising from participation of the TEAM in the CHALLENGE. The TEAM further agrees to hold SPACEWARD and the FUNDERS harmless for any and all such claims of its TEAM MEMBERS, contractors, agents and related parties.

Commitments by the U.S. government to provide purses for this CHALLENGE are subject to the availability of appropriated funds, and no provision in this AGREEMENT shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C 1341.

5.11 Additional Rules

SPACEWARD may, in its sole and absolute discretion, implement such additional rules or requirements as it deems appropriate to administer the CHALLENGE. Failure to adopt or follow such additional rules or requirements shall be grounds for removal of the TEAM from the CHALLENGE.

5.13 Disputes

All disputes concerning questions of fact or law arising from this Agreement shall be referred by the TEAM LEADER in writing to the person identified in this Agreement as the Responsible Officer for SPACEWARD. These two persons 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 a neutral third party, chosen by mutual consent for resolution through non-binding arbitration. If the parties are unable to agree on a single individual to provide non-binding arbitration, each party may identify one person, with a third person to be selected by mutual consent of the two selected individuals.

Any costs associated with the arbitration proceeding will be shared by the TEAM LEADER and SPACEWARD. Nothing in this section limits or prevents either Party from pursuing any other right or remedy available by law upon the completion of a non-binding arbitration.

6 DELAY, CANCELLATION OR TERMINATION

The TEAM acknowledges that circumstances may arise that require the CHALLENGE to be delayed indefinitely or cancelled. Such delay or cancellation, and/or the termination of this AGREEMENT, shall be within the full discretion of SPACEWARD or its assignee, and the TEAM accepts any risk of damage or loss due to such delay, cancellation, and/or termination.

7 EXECUTION

The undersigned agree to all terms of this AGREEMENT.

_____ Date: _____

Ms. Metzada Shelef
Spaceward Foundation
President

TEAM Name _____

TEAM LEADER Name _____

TEAM LEADER Signature: _____ Date: _____

APPLICATION FOR APPROVAL OF TEAM MEMEBERSHIP AND ADOPTION OF AGREEMENT

The undersigned applies to register for the 2011 Strong Tether Challenge as a TEAM MEMBER and agrees to be bound by all the provisions of the attached 2011 Strong Tether Challenge Team Agreement that TEAM MEMBER acknowledges having read. In particular, but without limitation of other responsibilities under the AGREEMENT, applicant TEAM MEMBER, agrees:

- In return for the opportunity to participate in this CHALLENGE, to waive any and all claims against SPACEWARD and its contractors and related entities, including FUNDERS and the U.S. Government and its related entities, including but not limited to claims in contract and tort, related to or resulting from any and all activities under or arising from participation as a TEAM MEMBER.
- Abide by all Team Agreement provisions, including but not limited to 2.2 “Financing”, 2.4, “Government Regulations and Licensing,” 4.2 “Media Rights”, 5.3 “Reporting”, 5.9 Insurance, 5.10 “Waiver and Acknowledgement”, and to submit all questions and issues to SPACEWARD through the TEAM LEADER.
- Abide by all CHALLENGE rules as set forth in the 2011 Strong Tether Challenge Handbook.
- That TEAM MEMBER has read and understood all provisions of the TEAM AGREEMENT.

Team Member Must Check One of the Following Regarding Eligibility to Win a Prize:

- TEAM MEMBER is an individual who is a citizen or permanent resident of the United States.
- TEAM MEMBER is an entity incorporated in and maintaining a primary place of business in the United States.
- TEAM MEMBER is NEITHER (i) an entity incorporated in and maintaining a primary place of business in the United States, NOR (ii) an individual who is a citizen or permanent resident of the United States. Accordingly, TEAM MEMBER is NOT eligible to win a prize in the CHALLENGE.

TEAM MEMBER Name: _____

TEAM MEMBER Citizenship: _____

TEAM MEMBER Employer: _____

TEAM MEMBER Signature: _____

Date: _____

Application endorsed by:

TEAM LEADER Signature _____

Date_____

Application Approved by SPACEWARD:

SPACEWARD Signature_____

Date_____