

SPACEX RESEARCH COLLABORATION TERMS AND CONDITIONS

THIS AGREEMENT, effective _____ (the "Effective Date"), is entered into by and between **RESEARCH INSTITUTION** ("Research Institution") and Space Exploration Technologies Corp. a Delaware Corporation, with principal offices located at 1 Rocket Road, Hawthorne, CA 90250 ("SpaceX"), governing the research described in Appendix A, a collaboration between SpaceX and Research Institution.

1. Definitions

For purposes of this Agreement, the following definitions apply:

"Collaborators" shall mean third parties that are not parties to this Agreement, who are collaborating in the Project Research with Research Institution.

"Data" shall mean recorded information, regardless of form or the media on which it may be recorded, first produced in the performance of the Project Research of a scientific or technical nature (including computer databases and computer software documentation) and test data such as biological, chemical, biochemical, mechanical, clinical test data and data resulting from non-clinical studies. This term does not include Technology, computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. Data does not include such information regarding SpaceX's launch vehicles, spacecraft or launch operations.

"Equipment" shall mean equipment used for the measurement, recording, and transmission of data, samples, or other information in connection with Project Research

"Institutional Review Board" shall mean the group that has been formally designated to review and monitor research involving human subjects, to approve, require modifications in or disapprove research conducted by Research Institution, in accordance with Health and Human Services regulations.

"Personal Data" shall mean any information which is classified as "personal data," "personal information," "personally identifiable information" (or similar term) as defined by applicable privacy regulations or data protection laws; any "personal or protected health information" or "individually identifiable health information: (PHI) as defined by the Health Insurance Portability Act (HIPPA); and additional health or medical data protected under applicable laws .

"Principal Investigator" shall mean a lead investigator at Research Institution.

"Project Research" shall mean research pertaining to the areas of research as described more fully in the research proposal submitted by Research Institution and agreed to by SpaceX ("the Proposal") (which is incorporated herein by reference and made part of this Agreement) or such modifications to such Proposal as may be mutually agreed upon in writing by the parties.

"Project Team" shall mean the Principal Investigator and the research staff under the Principal Investigator's direction and control, conducting Project Research.

"Samples" shall mean biological samples and specimens collected from directly or indirectly from SpaceX spacecraft crew members.

"Technology" shall mean all inventions, methods and processes (whether or not patentable), know-how, trade secrets, proprietary information, protocols, specifications, software (in any form, including source code and executable code), techniques, works of authorship, and all other forms of technology conceived or developed in the performance of the Project Research under this Agreement. Technology shall not include Data.

2. **Research and Collaboration.** During the term of the Agreement , the Project Team and SpaceX shall together conduct the Project Research. Research Institution may also involve one or more Collaborators in conducting the Project Research. Research Institution shall have a written agreement with each such Collaborator requiring the Collaborator to abide by Research Institution's obligations under this Agreement, and shall

ensure that Collaborator abides by the terms of this Agreement. In addition, the Research Collaborator shall ensure that its obligations to its Institutional Review Board are compatible with its obligations under this Agreement. Nothing in this Agreement shall be construed to limit the freedom of any of the parties or Collaborators conducting the Project Research to engage in similar research performed independently for any other reason or with any other party.

3. **Costs.** Each party shall bear all costs and expenses incurred by it under or in connection with this Agreement, unless otherwise agreed to by the parties.
4. **Confidentiality.** The treatment of confidential information shall be governed by the terms of that Non-Disclosure Agreement entered into between the parties for the purpose of Research Institution submitting its Proposal to SpaceX and the parties conducting collaborative research.
5. **Publications.** A party seeking to publish (written or oral), any abstract, manuscript, public announcement, presentation, academic paper or article, press release, speech or the like that contains or is derived from any part of the Data, shall:
 - i. Provide the proposed written disclosure or the content of any proposed oral disclosure to the other party for review and comment at least fifteen (15) days prior to disclosure. The non-disclosing party will review each proposed disclosure, and may provide comments in writing, within fifteen (15) days of receipt. The disclosing party will consider such comments but will not be obligated to alter the contents of the proposed public disclosure, except if requested by the non-disclosing party to delete all references to the non-disclosing party or to delete any disclosed confidential information of the non-disclosing party.
 - ii. Acknowledge the participation of the other party and any relevant research or funding sponsors in the accepted style, as appropriate under the circumstances and following conventional authorship guidelines.

6. **Intellectual Property**

A. **Ownership of Technology.**

- i. SpaceX owns the entire right, title and interest, including all patents, copyrights, and other intellectual property rights, in and to all Technology developed using solely SpaceX facilities or Equipment and/or solely by SpaceX personnel under this Agreement ("SpaceX Technology").
- ii. All right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all Technology, developed solely using Research Institution facilities or Equipment and/or solely by Research Institution under this Agreement ("Research Institution Technology") shall be owned by Research Institution.
- iii. The right, title and interest, including all patents, copyrights and other intellectual property rights, in and to all Technology developed jointly by SpaceX and one or more of Research Institution ("Joint Technology") shall be jointly owned by SpaceX and Research Institution involved in the joint development, without accounting to the other parties. Each party shall reasonably cooperate with patenting efforts of the other.
- iv. For the avoidance of doubt, all intellectual property developed outside of this Agreement shall remain the property of its owner. Except as explicitly provided in this Agreement, neither party receives any right to the other's intellectual property developed outside of this Agreement.

- B. **Assignment.** Each party represents that all of its employees and consultants who participate in the Project Research are obligated to assign to it all their rights in patentable or copyrightable Technology.

7. **Data Rights**

- A. **Ownership of Data.** Research Institution and SpaceX shall jointly own all right, title, and interest, including all copyrights, and other intellectual property rights, in and to all Data recorded after the Effective Date of this Agreement and during the conduct of the Project Research, regardless of whether such Data was recorded by SpaceX, Research Institution Personnel, or a Collaborator.
- B. **Ownership of Samples.** As between the parties, Research Institution and SpaceX shall jointly own all right, title, and interest, including all intellectual property rights, in and to all Samples obtained after the Effective Date of this Agreement and during the conduct of the Project Research, regardless of whether such Samples were obtained by SpaceX, Research Institution or Collaborator personnel.
- C. **Storage and Transfer of Data.** SpaceX and Research Institution shall work together in good faith to transfer Data generated by each party in connection with, or useful for, the Project Research to the other party in a timely manner and in a format that is reasonable under the circumstances. To the extent that Data is held by a third party, the parties will use reasonable efforts to cause such third party to transfer the Data to the parties. The parties agree to comply with all applicable laws regarding the storage and transfer of Data, including any Personal Data contained therein.
8. **Compliance with Applicable Laws.** All studies done in connection with the Project Research shall be carried out in strict compliance with any applicable federal, state, or local laws, regulations, or guidelines governing the conduct of such research. The parties agree to comply with all applicable export control, economic sanctions, anti-corruption, antiboycott, and import laws and regulations, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130); the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774); economic sanctions laws and regulations, including those administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) and the U.S. Department of State; laws and regulations administered by U.S. Customs and Border Protection (CBP) and U.S. Immigration and Customs Enforcement (ICE) (19 U.S.C. §§ 1-4454 and 19 C.F.R. §§ 1-199); anti-corruption laws, including the Foreign Corrupt Practices Act ("FCPA") and other applicable anti-bribery laws; and antiboycott laws administered by the U.S. Department of Commerce Office of Antiboycott Compliance and U.S. Department of the Treasury (15 C.F.R. § 760; 26 U.S.C. § 999).
9. **Federally Required Cross-Waivers.**
- A. In accordance with 14 C.F.R. §440.17, the parties hereby agree to a reciprocal waiver of claims.
- B. Specifically, each party waives and releases any claims it may have against the United States, the other party, and each of their customers, contractors, subcontractors, and related entities (as those terms are defined by the regulations) for property damage it sustains and for bodily injury or property damage sustained by its own employees, resulting from SpaceX's launch activities, regardless of fault.
- C. Each party agrees to assume financial responsibility for property damage it sustains and for bodily injury or property damage sustained by its own employees, and to hold harmless and indemnify the United States, the other party, and each of their customers, contractors, subcontractors and related entities, for bodily injury or property damage sustained by its employees, resulting from SpaceX's launch activities, regardless of fault.
- D. Each party shall extend the requirements of this section regarding the waiver and release of claims, and the assumption of responsibility, hold harmless, and indemnification, to its customers, contractors, subcontractors, and related entities by requiring them to waive and release claims they may have against the United States, the other party, and each of their customers, contractors, subcontractors and related entities, and to agree to be responsible, for property damage they sustain and to be responsible, hold harmless and indemnify the United States, the other party, and the respective customers, contractors, subcontractors, and related entities of each, for bodily injury or property damage sustained by their own employees, resulting from SpaceX's launch activities, regardless of fault.
- E. Research Institution agrees to defend, indemnify, and hold harmless SpaceX and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of Research Institution's failure to properly execute or flowdown any federally-required cross-waivers.
- F. SpaceX agrees to defend, indemnify, and hold harmless Research Institution from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of SpaceX's failure to properly execute or flowdown any federally-required cross-waivers.

- G. Notwithstanding any provision of this Agreement to the contrary, any waiver, release, assumption of responsibility or agreement to hold harmless and indemnify herein shall not apply to claims for bodily injury or property damage resulting from willful misconduct.
- H. Solely for the purposes of the reciprocal waiver of claims, Research Institution and SpaceX acknowledge and agree that title to and all rights in any object that it undertakes to place into space on a SpaceX vehicle for purposes of the assigned mission will transfer to SpaceX immediately upon launch or reentry failure or successful completion of reentry, whichever comes first. Research Institution warrants that it is the lawful owner of the object at time of submission in and that the object is owned free and clear of all liens, encumbrances, claims or security interests.

10. Term and Termination. This Agreement shall expire three (3) years after the Effective Date, unless extended for an additional term by the mutual written consent by the Parties. In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option of canceling this Agreement by giving thirty (30) days written notice of termination to the other party.

11. Use of Name/Public Statements

- A. Each party agrees that it will not at any time during or following termination of this Agreement use the name of the other party or any other names, insignia, symbol(s), or logotypes associated with the other Party or any variant or variants thereof or the names of the Principal Investigator or any other Research Institution faculty member or employee orally or in any literature, advertising, or other materials without the prior written consent of the other party, which consent may be withheld at such party's sole discretion and for any reason.
- B. Research Institution agrees to make no public presentations about the Project Research except as described in Section 5, unless otherwise agreed to by SpaceX; and to issue no news releases about the Project Research without SpaceX's consent, which will not be unreasonably withheld.

12. No Warranties. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE RESULTS OF THE PROJECT RESEARCH OR OF THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH PROJECT RESEARCH OR RESULTS. Neither party shall be liable for any indirect or consequential damages suffered by the other party as a result of the conduct of the Project Research.

13. Independent Contractors. SpaceX and Research Institution shall at all times act as independent parties and nothing contained in this Agreement shall be construed or implied to create an agency or partnership. Neither party shall have the authority to contract or incur expenses on behalf of the other except as may be expressly authorized by collateral agreements. The Principal Investigator and members of the Project Team shall not be deemed to be employees of SpaceX.

14. Choice of Law/Dispute Resolution. Any disputes or claims arising under this Agreement shall be governed by the laws of the State of California, or if required by laws applicable to the Research Institution, the laws of the United States state or commonwealth in which the Research Institution is located shall apply. All disputes and controversies arising out of this Agreement including the existence, construction, validity, interpretation, performance, nonperformance, enforcement or breach of any provision, shall be settled by mediation and, if necessary, arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties agree to submit any dispute or controversy to binding arbitration before one (1) impartial arbitrator selected by AAA with costs to be borne equally by the parties. The federal rules of civil procedure shall apply, including with respect to depositions, with respect to the arbitration. Any arbitration hearings shall take place in the State of California, County of Los Angeles, or if required by the laws applicable to Research Institution, in the United States state or commonwealth in which Research Institution is located. The findings of the arbitrators shall be final and binding upon the parties. Any award of arbitration may include attorneys' fees and costs, including but not limited to expert witness fees, payable to the prevailing party in the arbitration, as determined by the arbitrator.

15. Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

16. **Waiver.** The failure of any party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right.
17. **Notices.** Any notice or communication required or permitted to be given or made under this Agreement by one of the parties hereto to the other shall be in writing and shall be deemed to have been sufficiently given or made for all purposes if mailed by certified mail, postage prepaid, addressed to such other party at its respective address as providing to the noticing party in writing, which may be changed from time to time.
18. **Assignment.** This Agreement may be assigned by either party to any parent, subsidiary, or affiliate of such party or to any successor in interest only by reason of any merger, acquisition, partnership, or license agreement.
19. **Force Majeure.** Neither party is liable for any failure to perform as required by this Agreement if the failure to perform is caused by circumstances reasonably beyond that party's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft, pandemics, or other occurrences.
20. **Amendments or Changes.** Amendments or changes to this Agreement must be in writing and signed by the parties' authorized representatives.
21. **Survival.** If this Agreement expires or is terminated, the following clauses shall survive such expiration or termination: Sections 4 Confidentiality, 5 Publications, 6 Intellectual Property, 7 Data Rights, 8 Compliance with Applicable Laws, 9 Use of Name, 11 Public Statements/Use of Name, 13 Independent Contractors, 14 Choice of Law/Dispute Resolution, and 17 Notices.
22. **Electronic Signatures.** The parties to this Agreement agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.
23. **Counterparts.** This Agreement and any amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement.
24. **Entirety.** This Agreement represents the entire agreement of the parties and it expressly supersedes all previous written and oral communications between the parties. No amendment, alteration, or modification of this Agreement or any exhibits attached hereto shall be valid unless executed in writing by authorized signatories of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterpart original by their duly authorized representatives to be effective as of the Effective Date

**SPACE EXPLORATION
TECHNOLOGIES CORP.**

[RESEARCH INSTITUTION]

By: _____

By: _____

Signature

Signature

Name

Name

Title

Title

Date _____

Date _____