



Presented by **BHP**

# SPACE ROBOTICS CHALLENGE

## PHASE 2:

# REGISTRATION PACKET



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# ACRONYMS

- CCP: Centennial Challenge Program
- ISRU: in-situ resource utilization
- NASA: National Aeronautics and Space Administration
- NS: NineSigma
- SCH: Space Center Houston
- SRC: Space Robotics Challenge
- SRC2: Space Robotics Challenge Phase 2

# INTRODUCTION

NASA Centennial Challenges, in collaboration with The Manned Space Flight Education Foundation, Inc., BHP and NineSigma, is pleased to present the next iteration of the Space Robotics Challenge. The Space Robotics Challenge Phase 2 is intended to nurture the development of autonomous capabilities of lunar surface robots.

In order to facilitate human exploration of the solar system, usage of local resources for water, oxygen, and other valuable commodities is vital. Usage of local resources, also known as in-situ resource utilization (ISRU), will need to take place before, during and after astronauts are present. Given the delays in communications, bandwidth limitations and the unique environments in which robots would perform ISRU activities, it is highly advantageous that such work be carried out with a minimum of human interaction and oversight.

The Space Robotics Challenge Phase 2 will have competitor teams with programming a team of virtual robots to perform a variety of ISRU-related tasks with the overall goal of advancing the science of autonomous robotics, whether for terrestrial applications or for space exploration purposes.

# REQUESTING ASSISTANCE

If you have any questions or need any assistance with your registration, please continue to contact the Challenge Help Desk:

- Email: [info@spaceroboticschallenge.com](mailto:info@spaceroboticschallenge.com)
- Phone: +1-216-283-3901

During the Qualification and Competition Rounds, competitors will be provided contact instructions to report all simulation issues or bugs.

**Any questions or inquiries sent to any other contact or sent directly to any of the Challenge Administrators will not be answered. This includes NASA, NASA Centennial Challenges, NASA Johnson Space Center, Space Center Houston and BHP.**



# CHALLENGE SCHEDULE

| Date                                     | Event  | Remarks  |
|--|--|--|
| August 12, 2019<br>9am Central US time   | Challenge Opens for Registration                     | Registration open  |
| October 16, 2019<br>Time TBD             | Challenge Webinar                                    | Potential competitors invited to attend informational webinar  |
| December 20, 2019<br>5pm Central US time | Registration closes                                  | Deadline for registration  |
| January 15, 2020<br>5pm Central US time  | Packet of Robot Information Delivered to Competitors | All registered competitors will receive a Competitor Packet that contains all necessary Competition details for the Qualification and Competition Rounds |
| March 4, 2020<br>Time TBD                | Qualification Round Webinar                          | All registered competitors invited to attend informational webinar   |
| March 16, 2020<br>9am Central US time    | Qualification Round Opens                            | All registered competitors can begin work on Qualification Tasks   |
| August 19, 2020<br>5pm Central US time   | Qualification Round Closes                           | Submission of simulation code for judging  |
| November 9, 2020<br>9am Central US time  | Qualification Round Winners Announced                | Competitors receive scores and Top 25 competitors are announced  |
| November 20, 2020<br>Time TBD            | Competition Round Webinar                            | Competition Round competitors are invited to an informational webinar  |
| December 7, 2020<br>9am Central US time  | Competition Round Opens                              | Competitors begin work on the Competition tasks  |
| June 30, 2021<br>5pm Central US time     | Competition Round Closes                             | Submission of simulation code and electronic summary for judging   |
| September 13, 2021                       | Winners Announced                                    | Winners announced and prizes awarded at live Space Center Houston Event  |

## ELIGIBILITY

In order to participate in the Space Robotic Challenge, each individual, whether acting alone or as part of a Competitor Team must identify his/her nationality.

- No individual competitor shall be a citizen of a country on the NASA Export Control Program list of Designated Countries List Category II: Countries determined by the Department of State to support terrorism. The current list of designated countries can be found at <http://oir.hq.nasa.gov/nasaecp>. Please check the link for latest updates. This includes individuals with dual citizenship unless they are a U.S. citizen or a lawful permanent U.S. resident (green card holder).



- While China is not a Category II designated country, pursuant to Public Law 116-6, Section 530, NASA is prohibited from participating, collaborating, or coordinating bilaterally in any way with China or any Chinese-owned entity. Team members who are citizens of China but not affiliated with a Chinese entity may be permitted to participate on a Team.
- Subject to the conditions set forth herein, foreign nationals and foreign national teams can participate in the Challenge. However, they are not eligible for a cash prize, and must acknowledge acceptance of this by signing and submitting a Foreign Participant Acknowledgement Form.
- A competitor team-designated lead shall be responsible for both compliance with the rules (including prize eligibility rules) and the actions of all members of the team.

### **ELIGIBILITY TO WIN PRIZE MONEY**

In order to be eligible to win a prize:

1. Individuals must be U.S. citizens OR permanent residents of the United States, AND over the age of 18.
2. Organizations must be an entity incorporated in AND maintaining a primary place of business in the United States.
3. Competitor Teams must be comprised of otherwise eligible individuals or organizations AND led by an otherwise eligible individual or organization.
4. Team Leader must be a U.S. citizen or permanent resident.

A Team may include foreign nationals and be eligible to win prize money as long as the foreign national signs and delivers a disclosure (separate form) wherein he/she discloses his/her citizenship and acknowledge that he/she is not eligible to win a prize from NASA, AND

- I. The foreign national is an employee of an otherwise eligible U.S. entity participating in the Challenge,
- II. The foreign national is an owner of such entity, so long as foreign citizens own less than 50% of the interests in the entity,
- III. The foreign national is a contractor under written contract to such entity, OR
- IV. The foreign national is a full time student, during the time of the Challenge, of an otherwise eligible entity which is an accredited institution of higher learning, AND the student is during the Challenge in the United States on a valid student visa and is otherwise in compliance with all local, state, and federal laws and regulations regarding the sale and export of technology.

Team Members must furnish proof of eligibility (including proof of citizenship or permanent resident status, for individuals, and proof of incorporation and primary place of business, for entities) which proof must be satisfactory to NASA in its sole discretion. A Team's failure to comply with any aspect of the eligibility requirements shall result in the Team being disqualified from winning a Prize from NASA.

U.S. government employees may enter the competition, or be members of prize-eligible teams, so long as they are not acting within the scope of their Federal employment, and they rely on no facilities, access, personnel, knowledge or other resources that are available to them as a result of their employment except for those resources available to all other participants on an equal basis.

U.S. government employees participating as individuals, or who submit applications on behalf of an otherwise eligible organization, will be responsible for ensuring that their participation in the Competition is permitted by the rules and regulations relevant to their position and that they have obtained any authorization that may be required by virtue of their government position. Failure to do so may result in the disqualification of them individually or of the entity which they represent or in which they are involved.

Teams will be ineligible to win the Prize if any Team Member is a Federal entity or Federal employee acting within the scope of their employment. This includes 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, and University Affiliated Research Centers. No U.S. government funds may be used to participate in the Challenge. Any such entity or individual shall obtain prior written approval from their cognizant ethics



officer that such participation does not violate federal personnel laws or applicable agency policy. A copy of this approval to participate in the Challenge shall promptly be provided to SCH.

Current employees, consultants, and students of Space Center Houston may only participate as Team Members when the Team is not competing for the Prize from NASA. Participation of such parties as Team Members on a Team will make a Team ineligible for any Prize award.

## REGISTRATION

All interested competitors must register for the Challenge by the deadline and meet the eligibility requirements in order to participate in the Challenge. Registration for the SRC takes place through the official challenge website [www.spaceroboticschallenge.com](http://www.spaceroboticschallenge.com).

## COMPETITION DETAILS

For the full details regarding the Challenge including Qualification and Competition Round tasks, prizes, scoring, please visit the Challenge Page ([www.spaceroboticschallenge.com](http://www.spaceroboticschallenge.com)) to access Challenge Rules, the FAQ document and more.

## MODIFICATIONS

Competitors are invited to communicate directly with Space Center Houston using the SRC email address ([info@spaceroboticschallenge.com](mailto:info@spaceroboticschallenge.com)) regarding any rule that restricts their ability to demonstrate technical achievement and innovative solutions to space robotics.

Requests for rules clarifications should be sent to [info@spaceroboticschallenge.com](mailto:info@spaceroboticschallenge.com), and all questions and responses will be made public and shared with all competitors on the SRC website. To ensure competitors' proprietary information is protected, competitors should indicate any confidential questions in the subject of the inquiry. SCH will hold confidential any questions that are designated as proprietary. SCH will also ensure that answers do not give any team an unfair advantage.

SCH and NASA Centennial Challenges reserve the right to alter the rules if deemed necessary. In addition, circumstances may arise that require adjustments to the Challenge timeline. Such adjustments of the challenge timeline is within the full discretion of SCH and NASA Centennial Challenges. Competitor Teams will be notified of any changes to the rules and/or timeline and given the opportunity to voice concerns and/or request modifications. Final authority for all changes will rest with SCH.

## INSTRUCTIONS FOR REGISTRATION

### COMPLETE AND RETURN ALL REQUIRED PAPERWORK

Complete and return all required paperwork from this Registration Packet and upload with your registration form.

There are 2 sections of the packet that must be printed in order to be completed:

1. Team Agreement and



## 2. Acknowledgement Form

Submit the PDF copies of the forms along with the online team registration

Use the checklist included in this Registration Packet to ensure all required forms are submitted.

Completed and submitted forms will be reviewed and approved by Space Center Houston.

The Team Leader will be notified in writing of approval to participate in the SRC and eligibility to receive a prize, and sent:

- Instructions for downloading the software to begin the Qualification Round
- Instructions on how to upload the Team's log files for scoring



# COMPETITOR CHECKLIST

| DOCUMENT  | DESCRIPTION   | SUBMITTED |
|---|---|-----------|
| Signed Team Agreement   | <ul style="list-style-type: none"> <li>Agreement between the Team and Space Center Houston for the purpose of competing in the Space Robotics Challenge Phase 2.</li> <li>Completed and signed by Team Leader on behalf of the Team.</li> </ul>   |           |
| Signed Adoption Agreement from each Team Member                         | <ul style="list-style-type: none"> <li>Completed by each individual or Entity member of the Team.</li> <li>Signifies each Team Member's acceptance of the terms of the Team Agreement.</li> </ul>   |           |
| Foreign Student Acknowledgment Form (if applicable)                     | <ul style="list-style-type: none"> <li>Completed and signed by non-US citizens currently enrolled as a student in the US.</li> </ul>  |           |
| Foreign Participant Acknowledgement Form (if applicable)                | <ul style="list-style-type: none"> <li>Completed by a non-US citizens that is not a current student, and is interested in participating in the Challenge.</li> </ul>  |           |
| Federal Employee Authorization Form (if applicable)                     | <ul style="list-style-type: none"> <li>Completed by the cognizant ethics officer of a US Government Federal Employee interested in competing in the Challenge.</li> <li>Signifies that participation in the Challenge does not violate federal personnel laws or applicable agency policy.</li> </ul> |           |
| Proof of Student Visa (if applicable)                                   | <ul style="list-style-type: none"> <li>Provided by non-US citizens currently enrolled as a student in the US.</li> </ul>  |           |
| Proof of citizenship or permanent resident status from all Team Members | <ul style="list-style-type: none"> <li>Provided by each team member to prove eligibility to participate in the Challenge and/or win a Prize.</li> </ul>   |           |
| Proof of incorporation and primary place of business                    | <ul style="list-style-type: none"> <li>Provided by Entity Teams and/or each Entity Team Member to prove eligibility to participate in the Challenge and/or win a Prize.</li> </ul>  |           |





# TEAM AGREEMENT

## SPACE ROBOTICS CHALLENGE PHASE 2 TEAM AGREEMENT

BETWEEN

MANNED SPACE FLIGHT EDUCATION FOUNDATION INC.

AND

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*(INSERT NAME OF TEAM)*

### 1 INTRODUCTION

This Agreement (“AGREEMENT”) is entered into by MANNED SPACE FLIGHT EDUCATION FOUNDATION INC also known as SPACE CENTER HOUSTON and/or MSFEFI (herein referred to as “PARTNER”) and \_\_\_\_\_ *(Insert name of TEAM)* (herein referred to as “TEAM”) located at \_\_\_\_\_ *(Insert legal US address of company or team leader)*. PARTNER and TEAM are collectively referred to as “the Parties.”

The purpose of this AGREEMENT is to establish the conditions for TEAM to qualify and participate in the 2019-2021 Centennial Challenges Space Robotics Challenge Phase 2 (herein referred to as “CHALLENGE” which will develop software to advance autonomy for planetary surface robots as part of future exploration missions, and will result in a monetary award to the winning TEAM(s).

The winners of the CHALLENGE will be selected by a panel of judges, selected by PARTNER with concurrence from the National Aeronautics and Space Administration (NASA) (“FUNDER”), and based on criteria and rules made available to TEAM. NASA (“FUNDER”) is providing a prize purse of up to \$1,000,000 USD (one million U.S. dollars) (“Prize”) for the CHALLENGE winners. Unless TEAM wins the CHALLENGE as determined by the selected judges, TEAM will not receive payment of any kind for preparation of or participation by TEAM in the CHALLENGE. CHALLENGE winners will be paid directly by the FUNDER. PARTNER is not responsible for making any payments to any CHALLENGE winners.

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

All interactions by TEAM regarding CHALLENGE will be directly with PARTNER. TEAM MEMBERS will communicate with PARTNER through TEAM leader.

### 2 CHALLENGE DETAILS

#### 2.1 Overview

The CHALLENGE is designed to foster the creation or advancement of autonomous capabilities of lunar surface robots to perform long-term In-Situ Resource Utilization (ISRU) tasks.

The CHALLENGE will be conducted by PARTNER, an allied organization selected by NASA to administer the CHALLENGE at no cost to NASA. The Prize for the CHALLENGE is provided by NASA through the Centennial Challenges Program.



TEAMS must qualify for the CHALLENGE by demonstrating a simple technological advancement prior to the Virtual Competition. In accordance with the CHALLENGE rules, eligible TEAMS could receive prizes as associated with the competition.

A prize pool of up to \$1,000,000 USD will be awarded across the Virtual Competition.

### **Qualification Round Awards:**

The Top 25 scoring competitors in the Qualification Round will be awarded prizes from a purse of \$375,000 USD; prizes will only be awarded to competitors that reach or exceed a given threshold score. Only the Top 25 scoring competitors will be invited to compete in the Competition Round.

Competitors will be able to win a maximum of \$15,000 USD. Should a competitor not complete all required tasks, but still be in the Top 25 scoring competitors, a percentage of the \$15,000 USD will be awarded based on the percentage of the trial that was completed.

### **Competition Round Awards:**

The Top 10 scoring competitors in the Competition Round that meet or exceed a given threshold score, will be awarded prizes from a purse of \$625,000 USD.

- First Place: \$185,000 USD
- Second Place: \$125,000 USD
- Third Place: \$75,000 USD
- Fourth Place: \$50,000 USD
- Fifth Place: \$40,000 USD
- Sixth through Tenth Place: \$30,000 USD each

## 2.2 CHALLENGE Rules

Refer to the 2019-2021 Space Robotics Challenge Phase 2 Rules as issued by PARTNER for CHALLENGE overview, rules, and definitions. This rulebook may be amended by PARTNER from time to time and is incorporated herein by reference.

## 2.3 Deadline

The Qualifying Round of the CHALLENGE will be conducted from March 2020 to August 2020 with the Competition Round being conducted from December 2020 to June 2021. PARTNER can extend the Challenge milestones at its discretion.

## 2.4 Financing

TEAMS may not directly request the U.S. Government or foreign governments to provide funding for purposes of the TEAM participation in the CHALLENGE. TEAMS may utilize funds from government sources to the extent allowed by the funding source and recipient policies.

## 2.5 Uses of Federal Resources



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 available on an equitable basis. TEAM must inform PARTNER in advance of planned use of U.S. Government facilities, personnel, hardware, or information previously developed by the U.S. Government. PARTNER in consultation with NASA will determine if access is available on an equitable basis at its discretion.

A TEAM using information previously developed with U.S. Government funding must declare such information to PARTNER and shall promptly make such information available to PARTNER, NASA, and other competitors upon request.

## 2.6 Government Regulations and Licensing

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 TEAM in connection with the CHALLENGE.

## 2.7 Eligibility to Participate

All individuals or entities that wish to participate in the CHALLENGE must register as members of a TEAM (hereafter “TEAM MEMBERS”) on the Official Challenge Website and enter into an agreement with PARTNER in the form of this AGREEMENT by signing and delivering to PARTNER the AGREEMENT or an Adoption of Agreement in the form set out in Exhibit A (“Adoption”). TEAM MEMBER must also identify on its Adoption, the names and nationalities of all individuals associated with such TEAM who are participating in any way in the CHALLENGE. Each TEAM MEMBER shall ensure that each of its Members (i) complies with all applicable terms of this AGREEMENT and all rules of the CHALLENGE, and (ii) is covered by the TEAM insurance policy required under this AGREEMENT. Each TEAM MEMBER shall indemnify PARTNER for any costs, claims or damages arising from the acts or omissions of such TEAM MEMBER.

A TEAM is comprised of one or more TEAM MEMBERS. All TEAM MEMBERS shall be considered registered participants in the CHALLENGE. The TEAM MEMBERS must designate a TEAM LEADER who is a registered individual TEAM MEMBER of their TEAM.

The TEAM LEADER shall serve as the TEAM’s sole representative in the CHALLENGE, shall be the TEAM’s administrative point of contact with PARTNER, and shall have the authority to bind the TEAM and all TEAM MEMBERS in all matters relating to the CHALLENGE and the relationship between the TEAM and PARTNER.

All TEAM MEMBERS, including TEAM LEADER, will apply to register for the CHALLENGE by signing and delivering to PARTNER an original Adoption, and must receive written concurrence from PARTNER in order to be registered TEAM MEMBERS to participate in the CHALLENGE.

By signing an Adoption, each TEAM MEMBER is deemed to have signed this AGREEMENT and is committing itself, to be bound by all the terms of this AGREEMENT. Further, by signing this AGREEMENT, the TEAM LEADER is representing that all TEAM MEMBERS have executed the Adoption of Agreement and that no one else will become a TEAM MEMBER, or otherwise participate in the CHALLENGE with the TEAM until such new TEAM MEMBER has signed this AGREEMENT, and TEAM LEADER has received concurrence from PARTNER. PARTNER may disqualify any TEAM if it discovers that an individual is participating in the CHALLENGE with such TEAM who has not complied with the foregoing requirements. TEAM LEADER will provide PARTNER with a copy of the Adoption signed by each TEAM MEMBER. Only individual TEAM MEMBERS will be allowed into the competition area.

Each individual, whether acting alone or as part of a TEAM, must identify his/her nationality. No TEAM MEMBER shall be a citizen of a country on the NASA Export Control Program list of Designated Countries List Category II: Countries



determined by the Department of State to support terrorism. The current list of designated countries can be found at <http://oiir.hq.nasa.gov/nasaecp>. Please check the link for latest updates. This includes individuals with dual citizenship unless they are a U.S. citizen or a lawful permanent U.S. resident (green card holder).

While China is not a Category II designated country, pursuant to Public Law 116-6, Section 530, NASA is prohibited from participating, collaborating, or coordinating bilaterally in any way with China or any Chinese-owned entity. TEAM MEMBERS who are citizens of China but not affiliated with a Chinese entity may be permitted to participate on a TEAM.

Subject to the conditions set forth herein, foreign nationals and foreign national teams can participate in the Challenge. However, they are not eligible for a cash prize, and must acknowledge acceptance of this by signing and submitting a Foreign Participant Acknowledgement Form in Exhibit B.

A TEAM-designated TEAM LEADER shall be responsible for the actions of and compliance with the rules, including prize eligibility rules, by all members of the TEAM. If a TEAM LEADER is unable to continue as TEAM LEADER, then a new TEAM LEADER may be named, as long as that person agrees in writing to fulfill the duties to be a TEAM LEADER and is otherwise eligible to be TEAM LEADER as required by this section. Such a change must be documented on an Adoption of Agreement in the form set forth in Exhibit A and submitted to PARTNER along with an explanation of the circumstances as soon as possible. Proposed changes of TEAM LEADER are subject to approval by PARTNER and FUNDER in their sole discretion.

## 2.8 Eligibility for Prize

In order to be eligible to win the Prize from the FUNDER:

- (i) individuals must be U.S. citizens **or** permanent residents of the United States, **and** over the age of 18.
- (ii) organizations must be an entity incorporated in **and** maintaining a primary place of business in the United States.
- (iii) TEAMS must be comprised of otherwise eligible individuals or organizations, **and** led by an otherwise eligible individual or organization.
- (iv) TEAM LEADER must be a U.S. citizen or permanent resident.

Notwithstanding the foregoing, a TEAM may include foreign nationals and the TEAM shall still be eligible to win a prize from FUNDER as long as the foreign national signs and delivers a Foreign Participant Acknowledgement Form (Appendix B) wherein they disclose his/her citizenship and acknowledge that they are not eligible to win a prize from NASA, **AND** the foreign national is

- (i) An employee of an otherwise eligible U.S. Entity participating in the CHALLENGE,
- (ii) An owner of such Entity, so long as the foreign citizens own less than 50% of the interests in the Entity,
- (iii) A contractor under written contract to such Entity, **or**
- (iv) A full-time student who, during the time of the CHALLENGE, (1) is enrolled in an accredited institution of higher learning, (2) has a valid student visa and (3) is otherwise in compliance with all local, state, and U.S. Government laws and regulations regarding the sale and export of technology.

PARTNER shall determine, subject to review and approval by FUNDER, whether foreign nationals are eligible to participate in the CHALLENGE, but in no event shall such foreign nationals be eligible to win a prize from the FUNDER. No foreign national may serve as a TEAM LEADER for Prize eligibility purposes.

TEAM MEMBERS must furnish proof of eligibility (including proof of citizenship or permanent resident status, for individuals), which must be satisfactory to FUNDER in its sole discretion. A TEAM's failure to comply with any aspect of the foregoing requirements shall result in the TEAM being disqualified from winning a Prize from the FUNDER.

U.S. Government employees may enter the CHALLENGE, or be members of a prize-eligible TEAMS, so long as they are not acting within the scope of their Federal employment, and they rely on no facilities, personnel, hardware, access,



knowledge, information previously developed, or other resources that are available to them as a result of their employment except for those resources available to all other participants on an equal basis.

U.S. Government employees participating as individuals, or who submit applications on behalf of an otherwise eligible Entity, will be responsible for ensuring that their participation in the CHALLENGE is permitted by the rules and regulations relevant to their position and that they have obtained any authorization that may be required by virtue of their Government position. Failure to do so may result in the disqualification of them individually or of the entity which they represent or in which they are involved.

TEAMS will be ineligible to win the Prize if any TEAM MEMBER is a U.S. Government employee acting within the scope of their employment. This includes any U.S. Government organization or organization principally or substantially funded by the U.S. Government, including Federally Funded Research and Development Centers, Government-owned, contractor operated (GOCO) facilities, and University Affiliated Research Centers. No U.S. Government funds may be used to participate in the CHALLENGE. Any such Entity or individual shall obtain prior written approval from their cognizant ethics officer that such participation does not violate federal personnel laws or applicable agency policy. A copy of this approval to participate in the CHALLENGE shall promptly be provided to PARTNER.

Current employees, consultants, and students of PARTNER may only participate as TEAM MEMBERS on a TEAM when the TEAM is not competing for the Prize from the FUNDER. Participation of such parties as TEAM MEMBERS on a TEAM will make a TEAM ineligible for any Prize award from FUNDER.

## 2.9 Prize Payment

FUNDER will issue Prize payments to the TEAM LEADER of winning TEAM(s) no later than 60 days after the announcement of the winner(s) of the CHALLENGE and submission by such TEAM LEADER of information for Electronic Funds Transfer. Funds will be payable to the TEAM LEADER upon provision and acceptance of proof of citizenship and permanent resident status to FUNDER. The FUNDER shall have sole discretion of acceptance of such proof as meeting eligibility requirements for the Prize. Each TEAM MEMBER acknowledges that FUNDER shall only be obligated to make Prize 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 PARTNER or FUNDER.

## 2.10 Disclosure of Confidential Information

PARTNER may request information from TEAM on its CHALLENGE designs, programs, and other technical information for safety and rules compliance purposes only. No public release of information regarding TEAM's technical approach will be made without the expressed permission of the TEAM LEADER.

If requested, PARTNER will enter into a confidentiality agreement prior to receiving such information, on such terms and conditions as the TEAM LEADER and PARTNER may agree. PARTNER may share such information with FUNDER. If the Parties are unable to agree on a confidentiality agreement, PARTNER reserves the right to terminate the participation of a TEAM in the CHALLENGE.

## 3 SAFETY

PARTNER reserves the right, in its sole discretion, to eliminate any TEAM or individual TEAM MEMBER from the CHALLENGE if the TEAM or individual TEAM MEMBER poses a threat to safety or health of self, teammates, participants, competitors, or attendees. Upon request of a TEAM LEADER, PARTNER will provide a non-binding safety



audit to TEAM, subject to time and availability constraints. PARTNER will answer any safety related questions promptly and will dispense safety related advice in its sole discretion.

## 4 GOOD SPORTSMANSHIP

TEAM agrees that failure to refrain from unsportsmanlike and/or disruptive conduct may result in TEAM's immediate elimination from participation in the CHALLENGE upon the discretion of PARTNER. Unsportsmanlike and/or disruptive conduct includes but is not limited to use of profanity, derision of others, public release of misleading or inaccurate information about CHALLENGE, an attempt to delay CHALLENGE operations, or an attempt to annoy, abuse, threaten, or harass any other person, or tamper with any other competitor's entry.

### 4.1 Penalty Appeals

Upon the completion of scoring in the Competition Round, each TEAM LEADER will be provided with their score. The Team Leader must submit any appeal in writing to the Ombudsman within one (1) day of releasing competitors' scores and competition data logs to team leaders, and prior to prizes being awarded. All correspondence relating to an appeal will be conducted through the Ombudsman. An Ombudsman will act solely as the mediator between the Competitors and the Judging Panel if any appeals are raised. No Team members will approach the Judges with an appeal, or attempt to sway the Judges' decision. The Judges' decision of the appeal will be rendered by the Ombudsman before the award of prizes and will be considered final.

## 5 RIGHTS

### 5.1 Use of Names, Trademarks and Insignias

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

TEAM agrees that unauthorized use of such names, trademarks and insignias shall result in elimination from participation in the CHALLENGE if TEAM continues unauthorized use after being notified to cease and desist by PARTNER or FUNDER as applicable.

### 5.2 Media Rights

TEAM retains all media rights related to the story of its participation in the CHALLENGE.

TEAM agrees that PARTNER and FUNDER will retain all Media Rights related to the story of the CHALLENGE.

Each TEAM MEMBER agrees to let PARTNER and FUNDER use the name of the TEAM and the name and likeness of such TEAM MEMBER (without charge) in connection with the media material prepared and distributed by PARTNER and FUNDER relating in any way to the CHALLENGE.

TEAM agrees to provide PARTNER and FUNDER reasonable amounts of video footage or access for recording activities related to participation of TEAM in the CHALLENGE and the right to use said footage for public affairs and/or educational purposes.

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



TEAMS that qualify for the Competition Round also agree to provide PARTNER with monthly updates on the TEAM's progress. Updates can be in the form of videos, blog posts, etc.

### 5.3 Purchase and Sales Rights

TEAM agrees that FUNDER retain the non-exclusive right to purchase from TEAM the resultant or derived product, service, or technology used to win the CHALLENGE subject to the parties reaching mutual agreement after the Challenge. This section does not guarantee a purchase of the resultant or derived product, service, or technology.

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 U.S. Government laws and regulations regarding the sale and export of technology.

### 5.4 Intellectual Property Rights

Notwithstanding anything to the contrary in this AGREEMENT, PARTNER and FUNDER claim no intellectual property (IP) rights from TEAM's code and/or the Final Summary Report as submitted for this CHALLENGE.

To the extent TEAM owns IP resulting from its participation in CHALLENGE, TEAM agrees to negotiate in good faith with FUNDER that are members of the U.S. Government for a 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 and on terms acceptable to each party, if FUNDER choose to pursue such a license.

### 5.5 Disclaimer of Warranty

Goods, services, facilities, or equipment provided by PARTNER and FUNDER under this Agreement are provided "as is." PARTNER and FUNDER 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 U.S. Government nor its contractors shall be liable for special, consequential, or incidental damages attributed to such goods, services, facilities, equipment, or 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.

### 5.6 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. TEAMS agree that nothing in this AGREEMENT will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of TEAMS resulting from activities conducted under this AGREEMENT, regardless of the fact that such product or service may employ NASA-developed technology.



## 6 GENERAL PROVISIONS

### 6.1 Governing Law

Except for matters relating directly to FUNDER and to which Federal law applies, the Parties hereby designate Texas State 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.

### 6.2 Acceptance and Removal

The final deadline for submitting the Registration form through the Space Robotics Challenge website ([www.spaceroboticschallenge.com](http://www.spaceroboticschallenge.com)) is 06:00 PM EDT on December 20, 2019. The TEAM may complete and return this AGREEMENT at their leisure. However, this AGREEMENT must be completed, signed and returned to the PARTNER before the TEAM can be considered for participation in the CHALLENGE.

By executing this AGREEMENT, PARTNER accepts TEAM for CHALLENGE.

PARTNER has the right to eliminate TEAM from the CHALLENGE at any time if TEAM fails to meet any material term of this AGREEMENT.

Removal of the TEAM from participating in the CHALLENGE eliminates the possibility of TEAM winning the CHALLENGE and/or a Prize.

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

### 6.3 Reporting

On a monthly basis, TEAM agrees to provide PARTNER with a written total (a single amount) of the following: 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 TEAM in the CHALLENGE. PARTNER will not make this information public except in aggregate form for all TEAMS competing in the CHALLENGE.

TEAM agrees that failure to meet this reporting requirement may result in its removal from participation in the CHALLENGE.

### 6.4 Effective Date

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

### 6.5 Responsible Officers

The following are Responsible Officers (TEAM LEADER and PARTNER's 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 TEAM and PARTNER as necessary. When questions arise about CHALLENGE rules, the Responsible Officer may contact PARTNER for a case-by-case interpretation and ruling.

PARTNER  
Daniel Newmyer  
Director of Education – Space Center Houston (MSFEFI)





Vice President of Education, Space Robotics Challenge  
Tel: (281) 244-2100  
Email: [dnewmyer@spacecenter.org](mailto:dnewmyer@spacecenter.org)  
1601 NASA Parkway  
Houston, TX 77058 USA

*TEAM NAME:* \_\_\_\_\_  
*TEAM LEADER NAME:* \_\_\_\_\_  
*TEAM LEADER PHONE:* \_\_\_\_\_  
*TEAM LEADER EMAIL:* \_\_\_\_\_  
*TEAM LEADER MAILING ADDRESS:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 6.6 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.

### 6.7 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.

### 6.8 Assignment

This AGREEMENT may not be assigned by TEAM to any party without the prior approval of PARTNER and the FUNDER.

### 6.9 Insurance & Indemnification

Each TEAM MEMBER agrees to assume any and all risks and waives claims against PARTNER and the U.S. 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 each TEAM MEMBER's participation in the CHALLENGE, whether such injury, death, damage, or loss arises through negligence or otherwise. For the purposes of this paragraph 6.9 and paragraph 6.10, the term "related entity" means a contractor or subcontractor at any tier, and a supplier, user, customer, cooperating party, grantee, investigator, or detailee.

TEAM agrees to obtain any and all insurance policies and coverage required by its local, state, or federal governments to conduct any and all virtual activities related to or required by participation of TEAM, or the TEAM MEMBERS, in the CHALLENGE. In addition, PARTNER requires that each TEAM obtain liability insurance in the amount of \$100,000 USD minimum that covers each TEAM MEMBER. The TEAM's liability insurance shall provide coverage for all 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 the CHALLENGE, with the U.S. Government and PARTNER named as an additional insured under the TEAM's insurance policies; and (B) the U.S. Government, PARTNER, and its contractors for damage or loss to Government or PARTNER property resulting from or related to CHALLENGE activities. The TEAM and all TEAM MEMBERS jointly and severally agree to indemnify the U.S. Government and PARTNER against third-party claims for damages arising from or related to CHALLENGE activities. Should an onsite activity be held all PARTNER insurance requirements must be met.



Proof of insurance in such form as reasonably required by PARTNER shall be provided to PARTNER, no later than January 31, 20120 by 5pm Central Time for the policy period March 1, 2020 through September 30, 2021.

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

#### 6.10 Waiver, Release, and Covenant Not to Sue

In consideration for the opportunity to compete in the CHALLENGE, TEAM agrees to assume any and all risks arising from or related to the CHALLENGE, waives all claims against, and covenants not to sue, whether in contract or tort, PARTNER, its contractors and related entities, including FUNDER and the U.S. Government and its related entities, for any injury, death, damage, loss of property or revenue or profits, whether direct, indirect, or consequential, arising from its participation in the CHALLENGE, including preparation for the CHALLENGE and any advice received in connection with the CHALLENGE, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

TEAM also acknowledges that PARTNER has entered into agreement with FUNDER to pay the Prize and agrees that the obligation for payment of the Prize to declared winners belongs to FUNDER and not to PARTNER.

Commitments by the U.S. Government to provide the Prize 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.

#### 6.11 Additional Rules

PARTNER may, with concurrence from FUNDER, 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 to terminate a TEAM and all TEAM MEMBERS from the CHALLENGE.

### 7 DELAY, CANCELLATION OR TERMINATION

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 PARTNER or its assignee, and TEAM accepts any risk of damage or loss due to such delay, cancellation, and/or termination.

### 8 EXECUTION

The undersigned agree to all terms of this AGREEMENT.

\_\_\_\_\_  
PARTNER

Manned Space Flight Education Foundation Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
*TEAM LEADER NAME:* \_\_\_\_\_

*TEAM NAME:* \_\_\_\_\_

.Date: \_\_\_\_\_



**EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMBERSHIP AND ADOPTION OF AGREEMENT by an Individual (“Adoption”)**

The undersigned applies to register for the 2019-2021 Space Robotics Challenge, Phase 2 as a TEAM MEMBER and agrees to be bound by all the provisions of the attached 2019-2021 Space Robotics Challenge, Phase 2 Team Agreement that TEAM MEMBER acknowledges having read, understood and agreed to by signing below. 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 PARTNER and FUNDER, 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 2.4 “Financing,” 2.6, “Government Regulations and Licensing,” 4 “Good Sportsmanship,” 5.2 “Media Rights,” 6.3 “Reporting,” 6.9 “Insurance & Indemnification,” 6.10 “Waiver and Acknowledgement,” and to submit all questions and issues to PARTNER through the TEAM LEADER.

All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

*Team Member Must Check One of the Following*

- TEAM MEMBER is an individual who is a citizen or permanent resident of the United States.
- TEAM MEMBER is not 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 Place of Employment: \_\_\_\_\_

TEAM MEMBER Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Application endorsed by: Team Leader Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Application Approved by: PARTNER Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMBERSHIP AND ADOPTION OF AGREEMENT by an Entity (“Adoption”)**

The undersigned applies to register for the 2019-2021 Space Robotics Challenge, Phase 2 as a TEAM MEMBER and agrees to be bound by all the provisions of the attached 2019-2021 Space Robotics Challenge, Phase 2 Team Agreement that TEAM MEMBER acknowledges having read, understood and agreed to by signing below. 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 PARTNER and FUNDER, 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 2.4 “Financing”, 2.6, “Government Regulations and Licensing”, 4 “Good Sportsmanship”, 5.2 “Media Rights”, 6.3 “Reporting”, 6.9 “Insurance & Indemnification”, 6.10 “Waiver and Acknowledgement”, and to submit all questions and issues to PARTNER through the TEAM LEADER.
  
- Cause all Entity Members listed below to be bound by this Adoption by initialing their name on the List of Entity Members. Also in said initialing, Entity Members acknowledge awareness and agreement to this Adoption.

All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

*Team Member Must Check One of the Following:*

- TEAM MEMBER is an entity incorporated in and which maintains its primary place of business in the United States.
- TEAM MEMBER is not an entity incorporated in and which maintains its primary place of business in the United States. Accordingly, TEAM MEMBER is NOT eligible to win a prize in the CHALLENGE.

Entity Name: \_\_\_\_\_

Location of Incorporation: \_\_\_\_\_

Primary Place of Business: \_\_\_\_\_

Authorized Entity TEAM MEMBER Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Application endorsed by: Team Leader Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Application Approved by: PARTNER Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### List of Entity Members

|                       |                    |               |
|-----------------------|--------------------|---------------|
| 1 Member Name: _____  | Citizenship: _____ | Initial _____ |
| 2 Member Name: _____  | Citizenship: _____ | Initial _____ |
| 3 Member Name: _____  | Citizenship: _____ | Initial _____ |
| 4 Member Name: _____  | Citizenship: _____ | Initial _____ |
| 5 Member Name: _____  | Citizenship: _____ | Initial _____ |
| 6 Member Name: _____  | Citizenship: _____ | Initial _____ |
| 7 Member Name: _____  | Citizenship: _____ | Initial _____ |
| 8 Member Name: _____  | Citizenship: _____ | Initial _____ |
| 9 Member Name: _____  | Citizenship: _____ | Initial _____ |
| 10 Member Name: _____ | Citizenship: _____ | Initial _____ |
| 11 Member Name: _____ | Citizenship: _____ | Initial _____ |
| 12 Member Name: _____ | Citizenship: _____ | Initial _____ |
| 13 Member Name: _____ | Citizenship: _____ | Initial _____ |
| 14 Member Name: _____ | Citizenship: _____ | Initial _____ |
| 15 Member Name: _____ | Citizenship: _____ | Initial _____ |



**EXHIBIT B: FOREIGN STUDENT ACKNOWLEDGEMENT**

I, \_\_\_\_\_, an Entity Member with  
\_\_\_\_\_ (Entity TEAM MEMBER) on TEAM  
\_\_\_\_\_, acknowledge that (i) during the term of the attached 2019-2021 Space Robotics Challenge Team Agreement (“AGREEMENT”) and at the time of the CHALLENGE, I am a bona-fide, full-time student enrolled at an accredited U.S. institution of higher education, (ii) during the term of the AGREEMENT, I am in the United States on a valid student visa and am otherwise in compliance with all local, state, and federal laws and regulations regarding the sale and export of technology, (iii) I will comply with all terms and conditions of the AGREEMENT; and (iv) I am not a citizen or permanent resident of the United States. Accordingly, I am NOT eligible to win a prize from FUNDER in the CHALLENGE. All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

Entity Member Citizenship: \_\_\_\_\_

Entity Member Institute of Enrollment: \_\_\_\_\_

Entity Member Signature: \_\_\_\_\_

Acknowledgement Endorsed by Entity TEAM MEMBER:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledgement endorsed by: Team Leader

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Acknowledgement endorsed by: MSFEFI

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT B: FOREIGN PARTICIPANT ACKNOWLEDGEMENT**

I, \_\_\_\_\_, an Entity Member with  
\_\_\_\_\_ (Entity TEAM MEMBER) on TEAM  
\_\_\_\_\_, acknowledge that I will comply with all terms and  
conditions of the AGREEMENT. I confirm that I am not a citizen or permanent resident of the United States, and  
accordingly, I am NOT eligible to win a prize from FUNDER in the CHALLENGE.  
All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

Entity Member Citizenship: \_\_\_\_\_

Entity Member Signature: \_\_\_\_\_

Acknowledgement Endorsed by Entity TEAM MEMBER:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgement endorsed by: Team Leader

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgement endorsed by: MSFEFI

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

