

REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
AGÊNCIA ESPACIAL BRASILEIRA
AND
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
FOR PARTICIPATION IN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION INTERNATIONAL
INTERNSHIP PROGRAM

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20101, et seq.), this Agreement is entered into by the National Aeronautics and Space Administration, located at 300 E Street, SW, Washington, DC 20546 (hereinafter referred to as "NASA") and the Agência Espacial Brasileira, located at SPO - Setor Policial, Área 5, Quadra 3, Bloco A CEP 70610 200 - Brasília - DF (hereinafter referred to as "AEB").

NASA and AEB may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE AND REQUIREMENTS

This Reimbursable Space Act Agreement (hereinafter referred to as "Agreement") will be for the purpose of facilitating AEB's participation in the National Aeronautics and Space Administration International Internship Program (hereinafter referred to as "NASA I²") designed to provide a collaborative environment where U.S. interns (university undergraduate level students) or fellows (university graduate level students) can interact and work alongside with international peers on research opportunities. NASA internship and fellowship sessions are arranged in three Terms during the calendar year (Spring, Summer and Fall Terms). To establish a collaborative and integrated environment, interns or fellows must schedule internships and fellowships during the same (or substantially similar) Terms as their U.S. counterparts.

As part of the program implementation, AEB will provide NASA with a range of two (2) to five (5) candidates per Term, from which NASA will select the best intern or fellow for the research or project opportunities identified in NASA's One Stop Shopping Initiative (OSSI). In addition, AEB will disseminate information about the NASA I² Program to university

interns and fellows throughout Brazil. This information should include the educational requirements the applicants must meet, including:

- Be currently pursuing an undergraduate or graduate degree in science, technology, engineering or mathematics (STEM) in a topic relevant to NASA's mission priorities;
- Meet a minimum GPA (3.0) or equivalent standard if school does not use GPA;
- Have high academic standing and a demonstrated interest in the aerospace field; and
- Show proficiency in English.

NASA will make every effort to accommodate the best candidate for the project identified, but is under no obligation to accept any student from AEB. Similarly, AEB is under no obligation to submit candidates for every Term.

The rights and obligations of the Parties will be only those expressly set forth in this Agreement.

ARTICLE 3: TERM LETTER

In addition, a Term Letter will be executed between NASA and AEB prior to the start of each Term (hereinafter referred to as "Term Letter") that will list:

1. NASA Center at which the internship or fellowship will take place;
2. Research project name and description of the work that the intern or fellow will perform;
3. Name of the individual intern or fellow selected by NASA to participate in the NASA I² Program;
4. Term dates (dates of the internship or fellowship);
5. Full contact information for the Center operational point of contact;
6. Mentor or technical point of contact's full contact information;
7. AEB points of contact;
8. Estimated cost;
9. Schedule and milestones; and
10. Acknowledge that the terms of the Agreement and the Term Letter apply to the individual intern or fellow.

ARTICLE 4. RESPONSIBILITIES

NASA (through its implementing center) will use reasonable efforts to:

1. Identify available projects/research assignments and mentors, and list on NASA's One Stop Shopping Initiative (OSSI) web site;
2. Designate programmatic and operational points of contact;
3. Inform AEB when opportunities are ready for viewing, estimated Term costs, and the schedule of deliverables;

4. Select interns or fellows, from the NASA I² participating countries' candidates submitted, for appropriate projects based on their aptitude and background, and provide internal coordination of approvals;
5. Communicate the intern or fellow selection to AEB, including arrival dates and internship or fellowship details in a Term Letter;
6. Provide the intern or fellow the following support:
 - Orientation;
 - Badging;
 - Safety training;
 - Appropriate access to the NASA premises;
 - Work space;
 - Office furniture;
 - Office supplies, including paper, pens, etc.;
 - Access to the public Internet and e-mail;
 - Access to local and long distance, including international, telephone and facsimile services to the extent necessary to support the Intern or Fellow's assignment; and
 - Normal workspace security;
7. Oversee and monitor the intern's or fellow's progress on their project, and provide mentorship to accomplish their objectives; and
8. Offer performance reviews and feedback on the intern's or fellow's work.

AEB will use reasonable efforts to:

1. Broadly and comprehensively disseminate information about the NASA-I² Program throughout Brazil, to university-level students;
2. Develop an internal system for receipt and review of applications for internships based on NASA's available projects;
3. Pre-screen intern and fellow applications to ensure candidates are qualified to perform the research, and to live and work abroad;
4. Select two (2) to five (5) pre-screened candidates for review by NASA each Term AEB wishes to participate in the Program;
5. Make available programmatic and operational points of contact;
6. Provide funding, per student, to cover the program fee, as well as living and travel expenses, including but not limited to: lodging, food, and per diem;
7. Obtain confirmation that the intern or fellow understands and has agreed to comply with the terms and conditions of this Agreement, including that the products of the research conducted by the intern or fellow during this assignment are subject to NASA review and approval prior to further distribution, for purposes of verifying whether the document contains any export-controlled, proprietary technical data or other information properly restricted from public disclosure;
8. Ensure each intern or fellow has the appropriate visa consistent with the intern or fellow's status (e.g. visas in the F or J category). For a listing of the appropriate visas, please visit: http://travel.state.gov/visa/temp/types/types_1286.html;

9. Obtain confirmation that the intern or fellow is covered by the minimum required medical/accident/repatriation insurance (consistent with 22 CFR 62.14) while working with NASA under this Agreement;
10. Coordinate arrival of the intern or fellow at NASA in time for the start of the internship or fellowship term, including transfer of funds, visa, travel arrangements to NASA; and
11. Plan for the intern or fellow to return to their home country and provide a debriefing of their internship or fellowship experience to their professors and peers.

ARTICLE 5. FINANCIAL OBLIGATIONS

1. AEB agrees to reimburse NASA, or have NASA reimbursed, the estimated cost per intern or fellow (hereinafter referred to as the "Fee") for costs associated with NASA carrying out its responsibilities under this Agreement. The Fee will be reviewed and adjusted for inflation each Term. As part of this collaboration, NASA is not responsible for all other costs not included in the Fee, which includes, but is not limited to, travel, lodging, meals, and visa processing costs. In instances where other direct costs are payable to NASA, all clauses in this article are applicable.
2. In no event will NASA transfer any U.S. Government funds to AEB under this Agreement. Payment must be made by AEB or by an AEB-designated institution in advance of initiation of NASA's efforts on behalf of the AEB intern or fellow. Upon selection of an intern or fellow, and concurrent with the execution of each Term Letter, AEB or an AEB-designated institution, will provide the payment of the Fee, in full, no later than 90 days before the selected intern or fellow arrives at NASA.
3. Payment will be payable to NASA utilizing wire transfer services provided by Society of Worldwide Interbank Financial Telecommunications (SWIFT). AEB, or the AEB-designated Brazilian financial institution, will be responsible for fees associated with the wire transfer, if any. To transfer monies to the appropriate NASA Center, AEB must provide the following information to its financial institution:

Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

SWIFT Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013

Payment Details (Line 70): NASA Center Name where the student will attend/Agency Location Code (ALC) (to be provided in the Term Letter); Attn: the NASA Center OCFO (name and phone number to be provided in the Term Letter), the Agreement number, the Term Letter number, and the student's name(s).

Detail of Charges (Line 71a): Our or Our Charge

4. All payments and other communications regarding this Agreement shall reference the Center name, Agreement number, and the executed Term Letter number, and the student's name(s).

5. NASA will not provide services or incur costs beyond the existing payment. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the estimated amount in the Term Letter. Should the effort cost more than the estimate, AEB will be advised by NASA as soon as possible. AEB, or an AEB-designated institution, will pay all costs incurred and has the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA will account for any unspent funds within 1 year after completion of all effort under this Agreement, and promptly thereafter return any unspent funds to AEB.
6. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in the Term Letter is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, AEB will be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly.

ARTICLE 7. NONEXCLUSIVITY

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

ARTICLE 8. LIABILITY AND RISK OF LOSS

1. AEB hereby waives any claims against NASA, its employees, its interns or fellows, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, AEB interns or fellows, employees or the employees of AEB's related entities, or for damage to, or loss of, AEB's property or the property of its interns or fellows or related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. AEB further agrees to extend this unilateral waiver to its interns and fellows and its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its interns and fellows or related entities, and employees of NASA and employees of NASA's interns or fellows or related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.
3. AEB agrees either to obtain insurance coverage to hold harmless NASA and its related entities for liability arising from subrogated claims of AEB and the intern or fellow, or the Government of Brazil as subrogees based on damage arising out of activities under this Agreement, or to waive these claims if AEB has capacity to do so. NASA agrees to waive subrogated claims of the Government of the United States and the NASA intern or fellow against AEB and the AEB intern or fellow based on damage arising out of the performance of this Agreement.

ARTICLE 9. DATA RIGHTS

The Parties agree that the information and data exchanged in furtherance of the activities under this Agreement will be exchanged without use and disclosure restrictions unless required by national security regulations or export control laws and regulations, or otherwise agreed to by the Parties for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

All data and final results generated under this Agreement will be made available to the Parties during the course of, and at the conclusion of, the assignment, and may be used by the Parties for any purpose, including scientific analysis and publication, unless otherwise agreed to by the Parties.

ARTICLE 10. INVENTION AND PATENT RIGHTS

Title to inventions made by the AEB intern or fellow while working under this Agreement will vest with NASA in accordance with the National Aeronautics and Space Act (51 U.S.C. section 20135 (b)). However, AEB may petition NASA to waive title in accordance with 51 U.S.C. Section 20135 (g) and as prescribed by NASA regulations (See 14 CFR Part 1245). "Made," as used in this clause, means conception or first actual reduction to practice. When title is waived, the U.S. Government will retain an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by, or on behalf of, the United States or any foreign government in accordance with any treaty or Agreement with the United States. When the U.S. Government retains title, AEB is granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the U.S. Government acquires title. AEB is required to ensure that the intern or fellow reports to the NASA Center or HQ personnel responsible for patent matters any invention made in the performance of work under this Agreement.

ARTICLE 11. TRANSFER OF GOODS AND TECHNICAL DATA

It is neither Party's intent to transfer to the other Party any proprietary or export-controlled goods or technical data, in implementing this Agreement. However, should it become necessary, during the course of implementing this Agreement, for one Party to transfer to the other Party such goods or technical data, the receiving Party will ensure that its personnel limit use and disclosure of such goods or technical data to only those purposes necessary for the performance of tasks assigned under this Agreement. In the event that any such goods or technical data are authorized by NASA for transfer to the intern or fellow, and from the intern or fellow to AEB, both AEB and its intern or fellow, agree to abide by the terms of any markings thereon and, if no markings are indicated thereon, not to use, disclose, or retransfer the goods, or technical data for any purpose other than specifically authorized by NASA, and in the absence of any particular restrictions, only for the purposes of implementing this Agreement.

Each Party further agrees to comply with all applicable U.S. and Brazil export control laws and regulations.

ARTICLE 12. USE OF NASA NAME AND EMBLEMS

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

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

ARTICLE 13. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

1. The Parties retain the right to release public information regarding their own activities under this Agreement. The Parties will coordinate with each other in advance concerning releasing to the public information that relates to the other Party's responsibilities or performance under this Agreement.
2. The Parties will make the results available to the general scientific community, as appropriate and agreed between the Parties, in a timely manner. In the event that such

reports or publications are made and copyrighted, NASA and AEB will have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their purposes.

3. In the event that the Parties agree to make the results available to the general scientific community and a AEB -sponsored intern or fellow publishes papers, articles, or results based on or from the activities conducted under this Agreement, AEB will ensure that such papers, articles or results will be submitted to NASA for review and approval prior to release, so that NASA will have the opportunity to verify whether the document contains any export-controlled, or proprietary technical data or other information properly restricted from public disclosure.
4. The Parties acknowledge that the following data or information does not constitute public information and that such data or information will not be included in any publication or presentation by a Party under this Article without the other Party's prior written permission:
 - (a) Data furnished by the other Party in accordance with the Transfer of Goods and Technical Data Article, which is identified as export-controlled or proprietary; or
 - (b) Information about an invention of the other Party before an application for a patent (or similar form of protection in any country) corresponding to such invention has been filed covering the same, or a decision not to file has been made.

ARTICLE 14. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors will be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

AEB will ensure that the intern or fellow complies with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by the intern or fellow to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

ARTICLE 16. POINTS OF CONTACT

The following personnel are designated as the Management Points of Contact between the Parties in the performance of this Agreement. Programmatic and Technical Points of Contact, as appropriate, will be identified in the Term Letter.

For NASA:

Office of Education Point of Contact:

Carolyn Knowles
Director, NASA Internships, Fellowships,
and Scholarships (NIFS)
Office of Education
NASA Headquarters
300 E Street SW
Washington DC 20546-0001
Phone: 202-358-2380
Fax: 202-295-7245
Email: carolyn.knowles-1@nasa.gov

Office of International and Interagency Relations Point of Contact:

Elizabeth (Liz) Williams
International Program Specialist,
Aeronautics and Cross-Agency Support Division
Office of International and Interagency Relations
NASA
300 E Street SW, Mail Suite 5U83
Washington DC 20546-0001
Phone: 202-358-0849
Fax: 202-358-3030
Email: Elizabeth.Williams@nasa.gov

For AEB:

Carlos Alberto Gurgel Veras
 Director of Satellites, Applications, and Development
 Agencia Espacial Brasileira
 SPO - Área 5 - Quadra 3 - Bloco A
 70610-200 - Brasília/DF - Brazil
 Phone: 55 61 3411-5509
 Fax: 55 61 3411-5601
 Email: carlos.gurgel@aeb.gov.br

José Monserrat Filho
 Head, International Cooperation Office
 Agencia Espacial Brasileira
 SPO - Área 5 - Quadra 3 - Bloco A
 70610-200 - Brasília/DF - Brazil
 Phone: 55 61 3411-5546
 Fax: 55 61 3411-5688
 Email: jose.monserrat@aeb.gov.br

ARTICLE 17. INVESTIGATION OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation, bearing in mind, in particular, the provisions of the Transfer of Goods and Technical Data Article. In the case of activities, which might result in the death of or serious injury to persons, or substantial loss of or damage to property as a result of activities under this Agreement, the Parties agree to establish a process for investigating each such mishap.

ARTICLE 18. APPLICABLE LAW

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

ARTICLE 19. OWNERSHIP OF EQUIPMENT

Unless otherwise agreed in writing, each Party will retain ownership of all equipment, including the goods, hardware, software, and associated technical data, it provides to the other Party, and when AEB is the other Party, its interns and fellows, under the terms of this Agreement, without prejudice to any individual rights of ownership. To the extent feasible and recognizing that equipment sent into space or integrated into the other Party's

equipment cannot be returned, each Party, and when that Party is AEB, its interns and fellows, agrees to return the other Party's equipment in its possession at the conclusion of activities under this Agreement.

ARTICLE 20. ADDITIONAL REQUIREMENTS

1. If an AEB -sponsored intern or fellow acquires information that is not generally available to those outside NASA, then AEB acknowledges and agrees that the intern or fellow may not use this information to further a private interest or for the special benefit of a business or other entity in which the intern or fellow has a financial or other interest.
2. AEB acknowledges and agrees that its intern or fellow may not directly or indirectly use or allow the use of the U.S. Government property of any kind, including property leased to the Government, for other than activities approved of by NASA, and that its intern or fellow will protect and conserve U.S. Government property, including equipment, supplies, and other property entrusted or issued to their intern or fellow.
3. AEB acknowledges and agrees that its intern or fellow will comply with all U.S. Government regulations and management issuances related to safety, security, and other installation matters that are in effect at U.S. Government installations to which the intern or fellow has access while under this Agreement.
4. AEB acknowledges and agrees that its intern or fellow will be required to sign a Technology Control Plan. The Technology Control Plan will, among other things, govern the intern's or fellow's working hours, access to information, and access to NASA facilities while under this Agreement.
5. AEB will take all necessary measures to ensure its intern or fellow comply with all applicable provisions in this Agreement.

ARTICLE 21. DISPUTE RESOLUTION

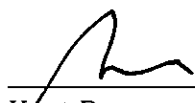
1. The Parties will consult promptly with each other on all issues involving interpretation, or implementation of the Agreement.
2. An issue concerning the interpretation or implementation of this Agreement will be referred to the appropriate points of contact named above for the Parties.
3. If they are unable to come to agreement on any issue, then the dispute will be referred to the Agreement signatories or their designated representatives for joint resolution.

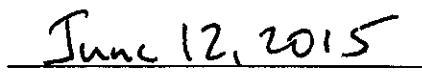
ARTICLE 22. FINAL PROVISIONS

1. This Agreement becomes effective upon the date of the last signature below ("Effective Date") and will remain in effect until May 31, 2018.
2. This Agreement will be executed, in writing, and signed by an authorized representative of NASA and AEB.
3. This Agreement may be amended at any time by written agreement of the Parties.
4. Either Party may unilaterally terminate this Agreement by providing six (6) months advanced written notice to the other Party. In the event of such termination, AEB will be obligated to reimburse NASA for all costs for which AEB was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by NASA. Where AEB terminates this Agreement, AEB will also be responsible for termination costs.
5. Termination or expiration of this Agreement will not affect a Party's continuing obligations under the Liability and Risk of Loss Article, the Invention and Patent Rights Article, the Transfer of Goods and Technical Data Article, and the Release of Results and Public Information Article, unless otherwise agreed by the Parties.

ARTICLE 23. SIGNATORY AUTHORITY

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

NASA

Kent Bress
Director,
Aeronautics and Cross-Agency
Support Division

Date**AEB**

José Raimundo Braga Coelho
President

Date