



## COLLABORATIVE RESEARCH AGREEMENT

BETWEEN

THE CENTER FOR THE ADVANCEMENT OF SCIENCE IN SPACE, INC.

AND

XXXX

### ARTICLE 1. PARTIES

This Collaborative Research Agreement is entered into by the Center for the Advancement of Science in Space, Inc., (hereinafter “CASIS”) and XXXXX (hereinafter “User”) responding to RFA-TR-16-019. CASIS is an IRC Section 501(c)(3) organization, organized under the non-profit laws of the State of Florida, whose mission is the advancement of educational and scientific research in connection with the International Space Station National Laboratory, and whose business address is 6905 N. Wickham Road, Suite 500, Melbourne, FL 32940. User is a [REDACTED] whose address is [REDACTED]. CASIS and User may be individually referred to as a “Party” and collectively referred to as the “Parties.”

### ARTICLE 2. PURPOSE

CASIS manages the International Space Station (“ISS”) National Laboratory (“NL”) in accordance with NASA Cooperative Agreement No. NNH11CD70A.

Among CASIS’s goals are efforts to fully utilize the ISS NL and enable technology that enhances utilization of the ISS NL by commercial interests, other government agencies, and educational entities. User will assist CASIS in meeting these goals to deploy and further develop tissue-on-chip technology on the ISS NL as specified in NIH RFA-TR-16-09, and as per Notice of Award for Grant XXX.

### ARTICLE 3. RESPONSIBILITIES

1. User will use reasonable efforts to perform the activities identified in the Project Proposal (Attachment A to this Agreement). User will use reasonable efforts to perform the activities identified in the User’s NIH grant # [REDACTED] titled “[REDACTED].”
2. CASIS will use reasonable efforts to perform the following activities.
  - a. Provide support in accordance with this Agreement.

- b. Coordinate with User to obtain final approval and manifest for flight by NASA.
  - c. Coordinate with NASA and User's selected Implementation Partner, for on orbit access to appropriate testing facilities for User. It is anticipated that CASIS and the Implementation Partner will support User in arranging for a flight to the ISS.
  - d. Assist User by coordinating with third parties, including NASA and Implementation Partner, in order that User may obtain appropriate resources to allow User to effectively conduct research and development on the ISS.
  - e. Assist User to identify and coordinate ground-based pre-flight and post flight resources at launch and primary landing or alternate landing sites.
  - f. CASIS will prioritize User's research prior to sending to NASA for its integrated prioritization and, if approved, for coordination of on orbit space on the ISS.
3. The award of this User Agreement does not guarantee the User that its payload(s) will be flown on the ISS NL. At an appropriate time, CASIS, with input from NASA, will make a determination as to whether User's project is flight-capable.
  4. User acknowledges CASIS has made no representation, nor does CASIS have any obligation, to provide ISS NL User with any funding under this agreement.
  5. The Parties acknowledge and agree that NASA is not a party to this Agreement, and that CASIS is not responsible for any conduct of NASA. The Parties recognize that some or all aspects of the space flight program, including the flight opportunity and the launch date, the time onboard the ISS, the ability of the crew to interface with the payload, or the specific mission that will carry the payload may change in date or duration, or become unable to be realized. The Parties will hold each other harmless in the event of a change in policy, procedure, or agreement instituted by NASA or any organization acting on its behalf, as well as based on any actions of NASA or any such organization acting on its behalf. In the event that a flight opportunity is canceled for any reason, CASIS and User will make every reasonable effort to re-schedule on the next available launch vehicle. The Parties understand and agree that NASA is the final arbiter on all issues related to any flight opportunity under this Agreement, including without limitation flight manifest, safety review, technical review, access to astronaut's time, and return, if appropriate, of the payload.

ARTICLE 4. RESERVED

ARTICLE 5. RESERVED

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement, including any Amendments, is estimated based

upon the Parties' current understanding of the projected availability of CASIS's ISS allocation. The use of the ISS NL by all Parties is subject to and contingent upon the availability of NASA goods, services, facilities, or equipment. The User accepts the risk that NASA priorities may impact User's priority and use of the ISS NL. User further acknowledges that the availability of these NASA resources may be outside the authority and control of CASIS. In the event that projected availability changes, User shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. Should a conflict arise between two customers with CASIS agreements, CASIS, in its sole discretion, shall determine the priority as between the two Users. CASIS shall not be liable to User if, for any reason, User's payload(s) are not flown on the ISS NL, or there is a delay or change in the prioritization of any User payload(s).

#### ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive. Accordingly, CASIS or User may enter into similar Agreements for the same or similar purposes.

#### ARTICLE 8. CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (OCTOBER 2012)

1. The objective of this Article is to establish a cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space through the International Space Station (ISS). The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.
2. For the purposes of this Article:
  - a. The term "Damage" means:
    - i. Bodily injury to, or other impairment of health of, or death of, any person;
    - ii. Damage to, loss of, or loss of use of any property;
    - iii. Loss of revenue or profits; or
    - iv. Other direct, indirect, or consequential Damage.
  - b. The term "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads, persons, or both.
  - c. The term "Partner State" includes each Contracting Party for which the Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

- d. The term “Payload” means all property including software to be flown or used on or in a Launch Vehicle or the ISS.
- e. The term “Protected Space Operations” means:
  - i. All Launch Vehicle or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of this Agreement, the IGA, MOUs concluded pursuant to the IGA, and implementing arrangements. It includes, but is not limited to:
    - a. Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch Vehicles or Transfer Vehicles, the ISS, Payloads, or instruments, as well as related support equipment and facilities and services; and
    - b. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.
  - ii. “Protected Space Operations” also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA.
  - iii. “Protected Space Operations” excludes activities on Earth which are conducted on return from the ISS to develop further a Payload’s product or process for use other than for ISS-related activities in implementation of the IGA.
- f. The term “Related Entity” means:
  - i. A contractor or subcontractor of a Party or a Partner State at any tier;
  - ii. A User or customer of a Party or a Partner State at any tier; or
  - iii. A contractor or subcontractor of a User or customer of a Party or a Partner State at any tier. The terms “contractor” and “subcontractor” include suppliers of any kind.

The term “Related Entity” may also apply to a State, or an agency or institution of a State, having the same relationship to a Partner State as described in paragraphs (2)(f)(i) through (2)(f)(iii) of this Article or otherwise engaged in the implementation of Protected Space Operations as defined in paragraph (2)(e) above.

- g. The term “Transfer Vehicle” means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.
3. Cross-waiver of liability:
- a. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives

all claims against any of the entities or persons listed in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

- i. Another Party;
  - ii. A Partner State other than the United States of America;
  - iii. A Related Entity of any entity identified in paragraph (3)(a)(i) or (3)(a)(ii) of this Article; or
  - iv. The employees of any of the entities identified in paragraphs (3)(a)(i) through (3)(a)(iii) of this Article.
- b. In addition, each Party shall, by contract or otherwise, extend the cross-waiver of liability, as set forth in paragraph (3)(a) of this Article, to its Related Entities by requiring them, by contract or otherwise, to:
- i. Waive all claims against the entities or persons identified in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article; and
  - ii. Require that their Related Entities waive all claims against the entities or persons identified in paragraphs (3)(a)(i) through (3)(a)(iv) of this Article.
- c. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.
- d. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:
- i. Claims between a Party and its own Related Entity or between its own Related Entities;
  - ii. Claims made by a natural person, his/her estate, survivors or subrogees (except when a subrogee is a Party to this Agreement or is otherwise bound by the terms of this crosswaiver) for bodily injury to, or other impairment of health of, or death of, such person;
  - iii. Claims for Damage caused by willful misconduct;
  - iv. Intellectual Property Claims;
  - v. Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph (3)(b) of this Article; or
  - vi. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

- e. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

ARTICLE 9. RESERVED

ARTICLE 10. RECORD RETENTION AND AUDITS

User shall retain all records pertinent to this Agreement in accordance with the [NIH Grants Policy Statement](#) and the Cooperative Agreement Terms and Conditions of Award as per RFA-TR-016-019.

ARTICLE 11. RESERVED

ARTICLE 12. DATA RIGHTS (AUGUST 2005) [1260.30]

Data rights are applicable to this Agreement in accordance with the [NIH Grants Policy Statement](#) and the Cooperative Agreement Terms and Conditions of Award as per RFA-TR-016-019.

ARTICLE 13A. PATENT RIGHTS (MAY 2006) [1260.28]  
**[APPLICABLE TO SMALL BUSINESS OR NON-PROFIT ORGANIZATION]**

Patent rights (applicable to small business or non-profit organizations) are applicable to this Agreement in accordance with the [NIH Grants Policy Statement](#) and the Cooperative Agreement Terms and Conditions of Award as per RFA-TR-016-019.

ARTICLE 13B. NEW TECHNOLOGY [48 CFR 1852.227-70]  
**[APPLICABLE TO ENTITY OTHER THAN SMALL BUSINESS OR NON-PROFIT ORGANIZATION]**

New Technology Provisions are applicable to this Agreement in accordance with the [NIH Grants Policy Statement](#) and the Cooperative Agreement Terms and Conditions of Award as per RFA-TR-016-019.

ARTICLE 14. USE OF NAMES AND EMBLEMS AND RELEASE OF GENERAL INFORMATION TO THE PUBLIC

1. *CASIS Name and Initials.* User shall not use “Center for the Advancement of Science in Space” or “CASIS” in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of CASIS, which does not, in fact, exist. Except for releases under the “Release of General Information to the Public and Media” clause, User must submit any proposed public use of the CASIS name or initials (including press releases and all promotional and advertising use) to CASIS for review and

approval.

2. *CASIS Emblems.* User agrees that any proposed use of CASIS emblems (i.e., CASIS Logo) shall be submitted for review and approval by CASIS. User agrees that any use of CASIS emblems will employ CASIS emblems directly acquired from CASIS and will be in accordance with CASIS instructions.
3. *NASA Name and Initials.* User shall not use “National Aeronautics and Space Administration” or “NASA” in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the “Release of General Information to the Public and Media” clause, User must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to CASIS, and to the extent CASIS deems appropriate CASIS may submit such proposed public use to the NASA Assistant Administrator for the Office of Communication or designee (“NASA Communications”) for review and approval. Approval by NASA Communications shall be based on applicable law and policy governing the use of the NASA name and initials.
4. *NASA Emblems.* Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. User must submit any proposed use of the emblems to CASIS, and to the extent CASIS deems appropriate CASIS may submit such proposed use to NASA Communications for review and approval.
5. *Release of General Information to the Public and Media.* CASIS and User may, consistent with Federal law and this Agreement, release general information regarding their own participation in this Agreement as desired.

## ARTICLE 15. CONFIDENTIALITY

1. Definitions
  - a. For purposes of this Agreement, “Confidential Information” shall mean any information disclosed by any Party to any other Party, in the following forms:
    - (i) if in written, graphic, electronic information or any other tangible medium, including without limitation data, designs, memoranda, models, prototypes, hardware, tools or technology; or
    - (ii) if originally disclosed orally or by way of observation, to the extent identified as Confidential Information at the time of such original disclosure and to the extent summarized in reasonable detail and confirmed as being Confidential Information in a written notice delivered to the receiving Party within ten (10) days after original disclosure.
  - b. “Confidential Information” shall not include information which:

- (i) Is available or becomes available in the public domain through no act of the receiving Party;
  - (ii) is independently developed by or on behalf of the receiving Party without Confidential Information of the disclosing Party; or
  - (iii) was acquired by a Party from other than one of the other Parties prior to the time of its disclosure by the disclosing Party.
2. Each Party shall treat Confidential Information of the other Parties with the same degree of confidentiality with which it treats its own Confidential Information (except that it shall not release such Confidential Information pursuant to this or any other Agreement), and in no case less than a reasonable degree of confidentiality.
3. Each Party shall not copy Confidential information, in whole or in part, except as required in furtherance of the uses thereof permitted by this Agreement, and except with accurate reproduction of all proprietary legends and notices located in the originals;
4. Each Party shall not use any Confidential Information for its own account or purposes, or for the account or purposes of any third Party;
5. Each Party shall limit dissemination of Confidential Information received from the other Party to only those of its employees and outside consultants who need to know the Confidential Information in furtherance of the uses thereof permitted by this Agreement; provided, however, that a receiving Party shall in all events be responsible to the disclosing Party for any action or inaction of the receiving Party's existing, future and former employees and outside consultants that would violate this Agreement, as if action or inaction had been that of receiving Party directly;
6. Each Party shall destroy or return to the disclosing Party any Confidential Information received in written or other tangible media, including all copies and records thereof, upon any request by the Disclosing Party; and
7. User agrees to comply with the CASIS Confidentiality language contained herein upon execution of this User Agreement, and further agrees that as applicable, its employees who perform work under this Agreement, the Scope of Work, or any Task Orders hereunder will also comply with this language; and
8. Nothing in this Agreement may be construed to prevent a receiving Party from disclosing said information as required by law or legal process as long as the receiving Party, if permitted by applicable law, promptly notifies the disclosing Party of its obligation to disclose and provides reasonable cooperation to the disclosing Party in any efforts to contest or limit the scope of the disclosure. User agrees that—upon request or as required by law, legal process, or applicable agreements including CASIS' Cooperative Agreement with NASA—CASIS may disclose the identities and the analysis provided by User's agents performing work under this Agreement to NASA or the United States Congress provided that CASIS shall notify User as required by this Section of the Agreement.

9. Confidentiality under this agreement shall be effective during the term of this agreement; unless earlier terminated as provided for in Article 22 of this agreement; provided however, that each party's obligations of confidentiality and restrictions on use of the information received by it shall survive and continue to survive and be binding on the parties' employees, former employees, and successors in-interest for three (3) years after the end of the term of this agreement.

#### ARTICLE 16. DISCLAIMER OF WARRANTY

1. Goods, services, facilities, or equipment coordinated by CASIS under this Agreement are provided "as is." CASIS makes no express or implied warranty as to the condition of 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 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 CASIS nor its subcontractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services coordinated under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

#### ARTICLE 17. DISCLAIMER OF ENDORSEMENT

CASIS participation in this Agreement does not constitute endorsement by CASIS. User agrees that nothing in this Agreement will be construed to imply that CASIS authorizes supports, endorses, or sponsors any product or service of User resulting from activities conducted under this Agreement.

#### ARTICLE 18. COMPLIANCE WITH LAWS AND REGULATIONS

The User shall comply with all applicable Federal laws and regulations including User will comply with all Federal regulations regarding Non-Discrimination, Drug Free Workplace, Byrd Anti-Lobbying Amendment, and Export Compliance in accordance with the [NIH Grants Policy Statement](#) and the Cooperative Agreement Terms and Conditions of Award as per RFA-TR-016-019.

#### ARTICLE 18.5 FEDERALLY OWNED PROPERTY AND EQUIPMENT

User may have responsibility for federally owned property and equipment transferred from CASIS for use under the User Agreement, including property and equipment for use in testing to ensure compatibility with the ISS NL. The User should account for all such property and equipment in

accordance with the following provisions. For purposes of this Clause, the terms “recipient” shall refer to User, and NASA shall refer to CASIS.

1. Listing of reportable equipment and other property (OCTOBER 2000) [1260.66].

(A) Title to federally-owned property provided to the recipient remains vested in the Federal Government, and shall be managed in accordance with § 1260.133. The following items of federally-owned property are being provided to the recipient for use in performance of the work under his grant or cooperative agreement: NONE.

2. Federally owned and exempt property [1260.133].

(A) Federally owned property.

(1) Title to federally owned property remains vested in the Federal Government. Recipients shall submit annually an inventory listing of federally owned property in their custody to NASA. Upon completion of the award or when the property is no longer needed, the recipient shall report the property to NASA for further Federal agency utilization.

(2) If NASA has no further need for the property, it shall be declared excess and reported to the General Services Administration, unless NASA has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (I)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12821, “Improving Mathematics and Science Education in Support of the National Education Goals.”) Appropriate instructions shall be issued to the recipient by NASA.

(3) Equipment owned by the Federal Government shall be identified to indicate Federal ownership.

(4) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

(5) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented; if the equipment was owned by the Federal Government, the recipient shall promptly notify NASA.

(6) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(7) Where the recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

ARTICLE 19: PERSONAL CONFLICTS OF INTEREST

**[Applicable when CASIS indicates or User believes that User may use subjective judgment in making sub-awards or subcontracts in performing the User Agreement]**

Personal Conflicts of Interest provisions are applicable to this agreement in accordance with the [NIH Grants Policy Statement](#) and the Cooperative Agreement Terms and Conditions of Award as per RFA-TR-016-019.

ARTICLE 20: ORGANIZATIONAL CONFLICTS OF INTEREST

**[Applicable when CASIS indicates or User believes that User may use subjective judgment in making sub-awards or subcontracts in performing the User Agreement]**

Organizational Conflicts of Interest provisions are applicable to this Agreement in accordance with the [NIH Grants Policy Statement](#) and the Cooperative Agreement Terms and Conditions of Award as per RFA-TR-016-019.

ARTICLE 21. TERM OF AGREEMENT

This Agreement becomes effective on Month/Day/Year and will expire Month/Day/Year. The Term may be amended upon mutual written agreement between the Parties.

ARTICLE 22. RIGHT TO TERMINATE THIS AGREEMENT

1. This Agreement may be terminated in whole or in part if any of the following conditions have occurred:
  - a. By CASIS, if CASIS determines that User fails to comply with any material requirement of the Agreement;
  - b. By CASIS, if CASIS determines that the action or inaction of the User substantially endangers the performance of the Agreement or such occurrence can be reasonably anticipated;
  - c. By either party, if CASIS and the User mutually agree to complete or partial termination; or
  - d. By User, upon User's sending to CASIS written notification setting forth the reasons for the termination, the effective date, and in the event of a partial termination, the portion to be terminated. However, if CASIS determines in the case of partial termination that the reduced or modified portion of the agreement will not accomplish the purposes for which the agreement was made, it may terminate the agreement in its entirety under sections a, b, or c above.
2. User shall submit to CASIS, within 90 calendar days after the date of any termination, all financial, performance, and other reports and deliverables as required by the terms and conditions of the User Agreement.

ARTICLE 23. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue and survive beyond the expiration or termination of this Agreement, e.g. Articles 8, 10, 12, 13A, 13B, 14, 15, 16, 17 shall survive beyond the expiration or termination of this Agreement.

ARTICLE 24. MANAGEMENT POINTS OF CONTACTS

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement.

**Technical Points of Contact:**

CASIS

Ken Shields  
Director of Operations and Education  
6905 N. Wickham Road, Suite 500  
Melbourne, FL 32940  
Phone: (321) 607-1226  
[kshields@iss-casis.org](mailto:kshields@iss-casis.org)

User

XXXXXXXX  
XXXXXXXX  
XXXXXXXX

**Administrative Points of Contact:**

CASIS

Sonja Kunze  
Manager, Contracts & Compliance  
6905 N. Wickham Road, Suite 500  
Melbourne, FL 32940  
Phone: (321) 757-6134  
[skunze@iss-casis.org](mailto:skunze@iss-casis.org)

User

XXXXXXXX  
XXXXXXXX  
XXXXXXXX

ARTICLE 25: RESERVED

ARTICLE 26. DISPUTE RESOLUTION

1. Dispute Resolution. The parties agree that any dispute arising out of or relating to this Agreement, the interactions between CASIS and User leading to the Agreement, or the performance of the Agreement shall be resolved as follows:
  - a. Any such dispute shall first be referred by a Party in writing to the other Party's Administrative Point of Contact. The Parties shall consult and attempt to resolve all such disputes.
  - b. If the Parties are unable to come to agreement on any dispute, User and CASIS agree that sixty (60) days before the filing of any arbitration proceeding hereunder, the Party requesting relief must demand and attend a mediation session to attempt to resolve any dispute, before it may initiate an arbitration proceeding. A mutually acceptable mediator must conduct the mediation session, and the mediation session shall occur in the State of Florida. The time limits shall not apply in the event emergency injunctive relief is required, but only to the extent of such emergency injunctive relief itself.
  - c. In the event the Parties are unable to resolve such dispute, the affected Party shall initial an arbitration proceeding under the rules of (but not necessarily employing) the American Arbitration Association ("AAA") for the arbitration of complex commercial cases. For a dispute of less than \$250,000, the Parties shall jointly appoint a single arbitrator. For a dispute of a greater amount, each Party shall appoint its own party arbitrator, and these two party arbitrators shall in turn appoint a third, neutral arbitrator. All party arbitrators' conduct and the tests for their eligibility shall be governed by AAA rules of disinterest. Any proceeding or hearing regarding any dispute in this matter shall be heard in a mutually agreeable location in the State of Florida. Arbitration will also be governed by the laws of the State of Florida, without regard to its conflict of laws rules, 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 27. MODIFICATIONS

This Agreement may be modified or extended upon agreement by the User and CASIS. Any modification to this User Agreement shall be executed, in writing, and signed by an authorized representative of CASIS and the User. Notwithstanding the foregoing, CASIS may unilaterally modify this User Agreement.

#### ARTICLE 28. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the User or CASIS without the express written consent of the officials executing this Agreement.

#### ARTICLE 29. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the

rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 30. SENSITIVE INFORMATION

Regulations regarding the access to and release of sensitive information shall be applicable to this Agreement in accordance with the [NIH Grants Policy Statement](#) and the Cooperative Agreement Terms and Conditions of Award as per RFA-TR-016-019.

ARTICLE 31. SIGNATORY AUTHORITY

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

**Center for the Advancement of Science in Space, Inc.**

BY: \_\_\_\_\_  
Gregory H. Johnson  
President and Executive Director

DATE: \_\_\_\_\_

**USER**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT A – PROJECT PROPOSAL**

**Attached/insert**