2015 3D-PRINTED HABITAT CHALLENGE TEAM AGREEMENT

BETWEEN

<INSERT NAME OF PARTNER or NAME OF EXECUTING ORGANIZATION>

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(INSERT NAME OF TEAM HERE.)

1 INTRODUCTION

This Agreement (“AGREEMENT”) is entered into by PARTNER (“PARTNER”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Insert name of TEAM) (“TEAM”) located at (Insert address of individual or company here). 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 a technology design competition, specifically the 3D-Printed Habitat Challenge – Design Competition (“CHALLENGE”) to be conducted in 2015, which is intended to promote the development of autonomous additive manufacturing technologies resulting 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, and based on criteria and rules made available to TEAM. PARTNER has arranged for the following purse to be funded by the National Aeronautics and Space Administration (NASA) (“FUNDERS”): US $50,000 (fifty thousand U.S. dollars) (“Prize”) for the CHALLENGE winners. Unless TEAM wins the CHALLENGE as determined by judges selected by PARTNER, 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 FUNDERS. 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 promote the unique capabilities’ of additive manufacturing systems capable of fabricating a habitat on a planetary surface for potential future space exploration missions.

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.

The TEAMs that can design an additively manufactured habitat per the CHALLENGE rules will win the CHALLENGE and are eligible, to receive First, Second or Third Place prizes as associated with the competition.

2.2 CHALLENGE Rules

Refer to the 2015 3D-Printed Habitat Challenge – Design Competition 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 CHALLENGE will be conducted in 2015, unless extended at PARTNER's discretion.

2.4 Financing

Teams may not directly request federal 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 will determine if access is available on an equitable basis.

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”) 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”). Each Entity TEAM MEMBER must also identify on its Adoption, the names and nationalities of all individuals associated with such entity TEAM MEMBER who are participating in any way in the CHALLENGE (“Entity Members”). Each Entity TEAM MEMBER shall assure that each of its Entity 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 Entity TEAM MEMBER shall indemnify PARTNER for any costs, claims or damages arising from the acts or omissions of such Entity TEAM MEMBER’s Entity Members.

A TEAM is comprised of one or more TEAM MEMBERS. All TEAM MEMBERS and Entity Members, as applicable, 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 or an Entity Member of an entity TEAM MEMBER on the 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 by PARTNER in order to be considered TEAM MEMBERS registered to participate in the CHALLENGE.

By signing an Adoption, each TEAM MEMBER is deemed to have signed this AGREEMENT and is committing itself, and its Entity Members, as applicable, 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, Entity Member, or otherwise participate in the CHALLENGE with the TEAM until such new TEAM MEMBER has signed this AGREEMENT, or such new Entity Member has been added to the list of Entity Members on an entity TEAM MEMBER’s Adoption of 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 and/or Entity Members will be allowed into the competition area.

No TEAM MEMBER shall be a citizen of a country on the NASA Export Control Program list of designated countries. (The current list of designated countries can be found at <http://oiir.hq.nasa.gov/nasaecp/>).

If a TEAM LEADER is unable to continue as TEAM LEADER due to death, debilitating illness, or other acts of God, 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 original 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, but no later than the competition. Proposed changes of TEAM LEADER are subject to approval by PARTNER and FUNDERS in their sole discretion.

2.8 Eligibility for Prize

In order to be eligible to win the Prize from the FUNDERS, a TEAM must be solely comprised of TEAM MEMBERS and Entity Members, as applicable, that are either (i) an individual that is a citizen or permanent resident of the United States, or (ii) an entity that is incorporated in and maintains a primary place of business in the United States. 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 FUNDERS 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 FUNDERS.

Notwithstanding the foregoing, a TEAM may include an entity TEAM MEMBER with Entity Members who are foreign nationals and the TEAM shall still be eligible to win a prize from FUNDERS as long as (i) the foreign national Entity Member is a bona fide, full-time student who is enrolled during the term of this AGREEMENT and at the time of the CHALLENGE in an accredited U.S. institution of higher education, (ii) the student is during the term of this AGREEMENT 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, (iii) the student signs and delivers an Foreign Student Acknowledgement in the form provided in Exhibit B wherein the student discloses his/her citizenship and acknowledges that the student is not eligible to win a prize from FUNDERS, and (iv) the percentage of such foreign national students on the TEAM is less than 50%. PARTNER shall determine, in its sole discretion, whether foreign national students are eligible to participate in the CHALLENGE, but in no event shall such foreign national students be eligible to win a prize from the FUNDERS. No foreign student Entity Member may serve as a TEAM LEADER for Prize eligibility purposes.

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 FUNDERS. Participation of such parties as TEAM MEMBERS on a TEAM will make a TEAM ineligible for any Prize award.

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.

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.

2.9 Prize Payment

FUNDERS 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 (either the individual TEAM MEMBER or the Entity TEAM MEMBER of an entity member) upon provision and acceptance of proof of citizenship, permanent resident status, or incorporation and place of primary business of the Entity TEAM MEMBER to FUNDERS. The FUNDERS shall have sole discretion of acceptance of such proof as meeting eligibility requirements for the Prize. Each TEAM MEMBER acknowledges that FUNDERS 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 FUNDERS.

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 NASA. 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 conduct may result in TEAM's immediate elimination from participation in the CHALLENGE upon the discretion of PARTNER. Unsportsmanlike conduct includes but is not limited to use of profanity, derision of others, public release of misleading or inaccurate information about CHALLENGE, and attempt to delay CHALLENGE operations

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 FUNDERS 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 FUNDERS’ 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.

5.2 Media Rights

TEAM retains all Media Rights related to the story of its participation in the CHALLENGE.

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

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

TEAM agrees to provide PARTNER 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. PARTNER is granted the right to furnish said footage and the right to use said footage to FUNDERS.

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.

5.3 Purchase and Sales Rights

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

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

5.4 Intellectual Property Rights

Notwithstanding anything to the contrary in this AGREEMENT, PARTNER and FUNDERS claim no intellectual property (IP) rights from TEAM. All trade secrets, copyrights, patent rights, and software rights will remain with each respective TEAM.

To the extent TEAM owns IP resulting from its participation in CHALLENGE, TEAM agrees to negotiate in good faith with FUNDERS that are members of the federal 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, if FUNDERS choose to pursue such a license.

6 GENERAL PROVISIONS

6.1 Governing Law

The Parties hereby designate United States Federal Law to govern this AGREEMENT for all purposes, including, but not limited to, determining the validity of the AGREEMENT, the meaning of its provisions, and the rights, obligations, and remedies of the Parties.

6.2 Acceptance and Removal

By executing this AGREEMENT, PARTNER accepts TEAM for CHALLENGE. The final deadline for Registration is 11:59 PM EDT on July 15, 2015.

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.

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 (or their designee) for each Party for purposes of providing periodic TEAM updated information, to coordinate planning of the CHALLENGE, and to perform other interfacing functions between 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 Designee

<Insert Point of Contact Name>

Project Manager, 3DP Habitat Challenge

Tel: (XXX) XXX-XXXX

Email: joe.smith@company.org

123 Main Street

Your Town, ST 11111

Insert TEAM name here.

Insert TEAM POC Name here.

Insert TEAM POC Title here.

Tel: Insert TEAM POC Tel Number here.

Fax: Insert TEAM POC Fax Number here.

Email: Insert TEAM POC Email here.

Insert TEAM Mailing Address here.

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 Agreement or 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 FUNDERS. PARTNER may assign this AGREEMENT to FUNDERS or its designated agent.

6.9 Insurance & Indemnification

Each TEAM MEMBER and Entity Member agree to assume any and all risks and waives claims against the Federal Government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from each TEAM MEMBERS’ and Entity Members’ participation in the CHALLENGE, whether such injury, death, damage, or loss arises through negligence or otherwise. For the purposes of this paragraph, the term “related entity” means a contractor or subcontractor at any tier, and a supplier, user, customer, cooperating party, grantee, investigator, or detailee.

TEAM agrees to obtain any and all insurance policies and coverage required by its local, state, or federal governments to conduct any and all activities related to or required by participation of TEAM, the TEAM MEMBERS, and Entity Members, if any, in the CHALLENGE. In addition, PARTNER requires that each TEAM obtain liability insurance in the amount of $XXX,XXX, minimum, that covers each TEAM MEMBER and Entity 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 Federal Government and PARTNER named as an additional insured under the TEAM’s insurance policies; and (B) the Federal Government and PARTNER for damage or loss to Government or PARTNER property resulting from or related to CHALLENGE activities. The TEAM and all TEAM MEMBERS agree to indemnify the Federal Government and PARTNER against third-party claims for damages arising from or related to CHALLENGE activities.

Proof of insurance in such form as reasonable required by PARTNER shall be provided to PARTNER, no later than August 15, 2015 for the policy period August 10, 2015 through Sept 27, 2015.

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 and its contractors and related entities, including FUNDERS 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 FUNDERS to pay the Prize and agrees that the obligation for payment of the Prize to declared winners belongs to FUNDERS 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, in its sole and absolute discretion, implement such additional rules or requirements, as it deems appropriate to administer the CHALLENGE. Failure to adopt or follow such additional rules or requirements shall be grounds 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.

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| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Joe Smith  PARTNER  Director, Technology Development  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Insert TEAM LEADER Name here.  Insert TEAM Name here.  Insert TEAM LEADER Title here.  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMEBERSHIP AND ADOPTION OF AGREEMENT by an Individual (“Adoption of Agreement”)

The undersigned applies to register for the 2015 3D-Printed Habitat Challenge – Design Competition as a TEAM MEMBER and agrees to be bound by all the provisions of the attached 2015 3D-Printed Habitat Challenge – Design Competition 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 FUNDERS, 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.

*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: \_\_\_\_\_\_\_\_\_\_\_

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* + In return for the opportunity to participate in this CHALLENGE, to waive any and all claims against PARTNER and FUNDERS, 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.

*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 2015 3D-Printed Habitat Challenge – Design Competition 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: PARTNER

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

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