



# NASA Student/Intern Agreement

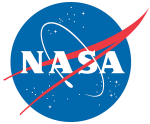
In consideration of my participation in a student/intern program at the National Aeronautics and Space Administration ("NASA"), the receipt and sufficiency of which is hereby acknowledged, I do hereby agree as follows:

## 1. Patent Rights

- (a) Before the expiration of my tenure as a student/intern at NASA, I shall disclose to the Patent Counsel at my assigned NASA field installation each invention made (conceived or first actually reduced to practice) by me, alone or jointly with an employee of the U.S. Government or its contractor(s), as a consequence of, or in direct relation to, my tenure at NASA (hereinafter "Subject Invention").
- (b) In the absence of other controlling law or agreements, I acknowledge that each Subject Invention made during my tenure as a student/intern at NASA shall be the exclusive property of the United States as represented by NASA, pursuant to Title 51, Section 20135(b) of the National Aeronautics and Space Act, unless the Administrator waives all or any part of the rights of the United States.
- (c) I am aware that I have the right to petition to NASA to waive the Government's rights in my contribution to any Subject Invention pursuant to the NASA Patent Waiver Regulations, 14 CFR § 1245.1, within 8 months of the first disclosure of the Subject Invention to NASA (or such longer period that NASA may permit for good cause shown). I am aware that any petitions for waiver shall comply with the requirements of NASA FAR Supplement 1852.227-71.
- (d) I acknowledge that any waiver of domestic or foreign rights that has been granted to me for my contribution to any Subject Invention shall be subject to the reservation by the Administrator of an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of the invention throughout the world by or on behalf of the United States or any foreign government pursuant to any treaty or agreement with the United States.
- (e) For any waiver of rights that has been granted to me, I am aware that the grant of rights may be subject to march-in rights by the U.S. Government in accordance with 35 U.S.C. §§ 203, 210, and with the procedures set forth in 14 CFR §1245.117 and 37 CFR § 401.6.
- (f) Upon request by NASA, I shall execute and promptly deliver to NASA all documentation necessary to establish or confirm the rights of the Government throughout the world on any Subject Invention (e.g. assignments, oaths/declarations for the U.S. Patent & Trademark Office).

## 2. Copyrights

- (a) In the event I author an original work as a consequence of, or in direct relation to, my tenure as a student/intern at NASA, I hereby assign my copyright in any such original work to the U.S. Government.
- (b) For any works that I deliver to NASA during my tenure, I represent and warrant that the work is unclassified, has not been previously published, wholly or substantially, and is not under consideration for publication elsewhere. I also represent and warrant that the works will be my original work and that no portion of the work is covered by a prior copyright. For any work that is copyrighted, I represent and warrant that I obtained permission for its use in writing and that all



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image releases have been obtained for any human likeness. Further, I represent and warrant that the work will not infringe on any trademark, patent, trade secret, proprietary rights or other intellectual property rights of any third party, nor does it contain any material that is defamatory.

### 3. Nondisclosure

- (a) I acknowledge that during my participation as a student/intern at NASA, I may have access to sensitive non-public information (e.g., privileged, procurement sensitive, source selection sensitive, proprietary, trade secret and other non-public or Government controlled information). I am aware that unauthorized disclosure of such information could damage the integrity of the U.S. Government, and result in my personal liability, as well as liability to my sponsoring organization and educational institution. I acknowledge my responsibilities as outlined below regarding such information.
- (b) Regardless of how such information is or is not marked or labeled, I agree and acknowledge that I will not disclose, divulge, release or disseminate any such information to anyone except persons approved by NASA as authorized recipients who have a "need-to-know." I agree to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished.
- (c) I will not make copies, retain, discuss nor reveal any aspects of any documents, data, or software to which I have access as a consequence of my participation in the student/intern program to anyone who is not authorized to receive the same information. I will make disclosures only to the extent that information is required on a "need-to-know" basis, and only subject to the knowledge and consent of my designated mentor or his/her duly authorized designee.
- (d) I am aware that breach of my obligations to safeguard and to not transmit or disclose such information to unauthorized persons could subject me to administrative sanctions (to include, when appropriate, termination of participation and/or reporting to sponsoring organization and educational institution), and prosecution under the Procurement Integrity Act or other applicable laws. I agree that this Agreement will be governed by United States federal law.
- (e) I am also aware that I may have access to technical data, services and hardware during my participation in the student/intern program that may be subject to U.S. export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § 2751, et seq., including the International Traffic in Arms Regulation, 22 CFR § 120, et seq; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 CFR §§ 730-774. I am aware that failure to obtain necessary export authorizations may result in criminal liability under U.S. laws. I am aware that I have an independent duty to ensure that if required, the proper license is obtained. I am also aware that NASA neither represents that an authorization shall not be required nor that, if required, it shall be issued, and that nothing herein provides any such export authorization to me.



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### 4. Media Release

- (a) I give permission to be recorded, photographed and/or videotaped by or for NASA or its representatives. I further give permission to NASA and its representatives to use, reproduce, prepare derivative works, publish, distribute to the public, perform publicly, and/or publicly display the materials, including excerpts and any ancillary material, which include my name, affiliation (educational institute/company), image, voice, and/or likeness. NASA may distribute the materials, including excerpts therefrom, and any ancillary material through a variety of media in existence now or in the future, including but not limited to print, television, websites, radio, or any other means. NASA may also permit a third party to exercise NASA's rights, including but not limited to the right to display or distribute the recording, including excerpts therefrom, and any ancillary material, in any manner NASA deems appropriate.
- (b) I also understand that this permission to use my name, image, voice and/or likeness in such materials is not limited in time and that I will not receive compensation for granting this permission.
- (c) I acknowledge that NASA has no obligation to use my name, affiliation, image, voice, and/or likeness in any materials produced by NASA, but if NASA so decides to use them, I waive the right to inspect or approve any such use.
- (d) I hereby unconditionally release NASA and its representatives from any and all claims and demands arising out of the activities authorized under the terms of this agreement.

### 5. Applicable Law

- (a) This Agreement shall be governed by United States federal law.

PARTICIPANT NAME (PRINT): Xavier Evans

ADDRESS: 185 Fenton Pl, Clarksburg, WV 26301

SIGNATURE: \_\_\_\_\_ DATE: 06/08/2022

**IF THE PARTICIPANT DOES NOT HAVE THE LEGAL CAPACITY TO ENTER INTO A CONTRACT, A PARENT OR GUARDIAN MUST SIGN BELOW:**

I, the undersigned, hereby represent and warrant that I am the legal parent/guardian of the above participant, a minor, and have full authority to authorize the above Agreement which I have read and approved.

PARENT/GUARDIAN NAME (PRINT): \_\_\_\_\_

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

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