

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND THE JOHNSON SPACE CENTER RADIO CONTROL CLUB
FOR RADIO CONTROLLED AIRPLANE OPERATIONS

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113), this Agreement is entered into by the National Aeronautics and Space Administration, Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA JSC," "JSC," or "NASA") and the Johnson Space Center Radio Control Club located at PO Box 580194, Houston, Texas 77258 (hereinafter referred to as "JSCRCC," "Club," or "Partner"). NASA and JSCRCC may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The purpose of this Space Act Agreement (SAA) is to clearly identify the Parties' roles and responsibilities as they relate to the activities of the JSCRCC while its members are participating in JSCRCC activities held at the Johnson Space Center (JSC) flying field located behind Building 14, an area known as the JSC Antenna Range (Figure A).

The JSCRCC is a club dedicated to the design, building, and flying radio controlled model aircraft. The club is an un-incorporated, non-profit entity of dues paying members dedicated to promoting aviation and aerospace experiences. All club members are required to join and be bound by the rules and regulations of the Academy of Model Aeronautics (AMA). The club is managed by a Board consisting of an elected President, Vice President, Secretary and Treasurer. The club has a long history at the JSC dating back to the 1960s.

The Club will ensure that on-site Club activities adhere to all JSC and Club safety and security regulations

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Provide access to the on-site flight facility behind Building 14 through appropriate badging using membership lists provided by JSCRCC.
3. JSC has the right to deny JSC property and facilities access to any and all JSCRCC members at any time for any reason.

4. JSC organizations may at any time check JSCRCC activities for compliance with JSC safety regulations, JSCRCC procedures and regulations, as well as any other pertinent regulations and procedures.

JSCRCC will use reasonable efforts to:

1. Ensure adherence to all JSC security regulations including submitting active membership and guest lists to a Center Operations Directorate Management Point of Contact as required for entrance to the on-site flying facility behind building 14.
2. Ensure safe operation of model aircraft through flight training and check out by club flight instructors for all new members. JSCRCC procedures and regulations are specified in the JSCRCC Handbook which can be found on the club's web-site www.jsrcc.com.
3. JSCRCC members are required to adhere to the AMA Safety Code (Attachment A).
4. Adhere to the following field access rules: Field access is on a non-interference basis with JSC operations and activities. Times of operations are dawn to dusk on weekends and federal holidays and 16:00 to dusk on weekdays. Range access verification is required. Ensure all members obey restricted areas and do not cross barricades to enter the range.
5. Provide and maintain placards at the flying site specifying emergency phone numbers and JSC security.
6. Have at least one club member present during all field activities who has immediate access to a working cell phone for use in contacting JSC emergency personnel at 281-483-3333.
7. Provide emergency first aid medical supplies in an easily accessible and weather proof storage container.
8. Provide a minimum of two Class A fire extinguishers at all times. At least one of the fire extinguishers shall be a water extinguisher for small grass fires.
9. Maintain and fill the position of a club safety officer to provide, and update as required, safety guidelines and regulations. Safety violations will be treated seriously and any incidences of personal injury, fire, or property damage will necessitate termination of all flight operations until the cause(s) are identified and remedied.
10. Maintain a canopy for shade and some work tables at club expense.
11. Provide a commercially furnished Porta-Can for use by JSCRCC members at club expense.
12. Secure field equipment, to the extent practical, in the event of a Hurricane.
13. Define and mark areas for pilot boxes and engine start up areas to enhance safe operations.
14. Implement model aircraft flight restrictions defined by JSC in times of weather anomalies (e.g. burn bans).
15. Maintain runway markings to ensure safe operations.
17. Maintain procedures to insure safe radio frequency separation between active aircraft.
18. Maintain the following AMA liability coverage:
 - a. Liability Coverage for the Operation of Model Aircraft, Boats, Cars, and Rockets
 - b. \$2,500,000 Comprehensive General Liability Protection for model activities for members, clubs, site owners, and sponsors.
 - c. \$25,000 Accident/Medical Coverage for members.

- d. \$10,000 Maximum Accidental Death Coverage for members.
- e. \$1,000 Fire, Theft, and Vandalism Coverage for members.
- 19. Any event, open house, flight demonstrations or competitions which might include non JSCRCC members as guests, must:
 - a. Have the JSCRCC club president provide names of all participants to JA/Center Operations Directorate Management Point of Contact for badging at least two weeks prior to the event
 - b. Contact and inform JSC Event Coordinator about the event: JA/Lisa Gurgos 281-244-8133, email: lisa.gurgos@nasa.gov.
- 20. Ensure that each JSCRCC Participant, prior to participating in JSCRCC events while on JSC property, agrees to and signs the JSCRCC Participant Acknowledgment form, incorporated herein in as Attachment B. Minors, persons under the age of 18 years who participate in JSCRCC events on JSC property, must have a parent's or legal guardian's signature on their Participant Acknowledgment form. Copies of the signed acknowledgement forms should be electronically scanned in compressed Adobe pdf compatible format and provided to the JSC Event Coordinator.
- 21. Report all mishaps to NASA/JSC Safety Office immediately.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

JSCRCC will ensure adherence to all JSC security regulations including submitting active membership and guest lists to JA/Center Operations Directorate as required for entrance to the on-site flying facility behind building 14.	As needed during agreement
JSC will provide access to the on-site flight facility behind Building 14 through appropriate badging using membership lists provided by JSCRR.	As needed during agreement
JSC will clear JSCRCC club members for access to the flying area.	Within one week of request.

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall 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 this Agreement 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, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

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

A. The JSCRCC hereby waives any claims against NASA, its employees, 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, JSCRCC employees and board members or the employees of the JSCRCC's related entities, or for damage to, or loss of, JSCRCC's property or the property of its 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.

B. JSCRCC further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Information and data exchanged under this Agreement is exchanged without restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this Agreement or agreed to by the Parties for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

B. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 11. USE OF NASA NAME AND EMBLEMS

A. NASA Name and Initials

Partner 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" Article, Partner 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 shall be based on applicable law and policy governing the use of the NASA name and initials.

B. 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. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 13. 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 shall 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 14. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply 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 a Partner 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.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for

obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect for five years from the Effective Date.

ARTICLE 17. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Lyndon B. Johnson Space Center

Lisa Gurgos
JSC Event Coordinator
Mail Stop: JA111
2101 NASA Parkway
Houston, Texas 77058
Phone: 281-244-8133
lisa.gurgos@nasa.gov

Johnson Space Center Radio Control Club

Mike Laible
For JSC RCC
PO Box 580194
Houston, TX 77258
Phone: 713-542-0987
president@jscrcc.com

ARTICLE 20. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 21. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 22. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 23. 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 24. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to 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 25. 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.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE
CENTER

JOHNSON SPACE CENTER RADIO
CONTROL CLUB

BY: _____
Joel B. Walker
Director, Center Operations

BY: _____
Mike Laible
For JSC RCC
PO Box 580194
Houston, TX 77258
Phone: 713-542-0987
president@jscrcc.com

DATE: _____

DATE: _____