

**TEAM AGREEMENT**  
**LUNARECYCLE CHALLENGE PHASE 1**  
**BETWEEN**  
**UNIVERSITY OF ALABAMA**  
**AND**

---

*(INSERT NAME OF TEAM)*

**1 INTRODUCTION**

This Agreement (“AGREEMENT”) is entered into by University of Alabama (herein referred to as “PARTNER”) and \_\_\_\_\_ *(Insert name of TEAM)* (herein referred to as “TEAM”) located at \_\_\_\_\_ *(Insert legal US address of company or team leader)*. 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 Phase 1 of the Centennial Challenges LunaRecycle Challenge (herein referred to as “CHALLENGE”) which seeks to Develop and demonstrate novel recycling technologies and/or systems to convert solid (non-gaseous, non-biological, and non-metabolic) lunar waste streams into usable resources and will result 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 with concurrence from the National Aeronautics and Space Administration (NASA) (“FUNDER”), and based on criteria and rules made available to TEAM. NASA (“FUNDER”) is providing a prize purse of up to \$1,000,000 USD (One million U.S. dollars) (“Prize”) for the CHALLENGE winners. Unless TEAM wins the CHALLENGE as determined by the selected judges, 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 FUNDER. 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 a TEAM leader.

**2 CHALLENGE DETAILS**

**2.1 Overview**

The CHALLENGE seeks to develop and demonstrate novel recycling technologies and/or systems to convert solid (non-gaseous, non-biological, and non-metabolic) lunar waste streams into usable resources, and which have a potential to benefit people on Earth.

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 Office.

Phase 1 of the CHALLENGE is open to any eligible TEAM(s). In accordance with the CHALLENGE rules, eligible TEAMS could receive prizes as associated with the competition. A prize pool of up to \$1,000,000 USD will be awarded across the CHALLENGE.

**Awards:**

NASA Prize Purse for U.S. TEAMS

Prize purses for Phase 1 will total up to \$1,000,000. FUNDER will award up to eight (8) prize purses in the amount of \$50,000 each to the winning Teams (a total of up to \$400,000) in Digital Twin Track and up to eight (8) prize purses in the amount of \$75,000 each to the winning Teams (a total of up to \$600,000) in Prototype Build Track.

U.S. TEAMS must meet the eligibility requirements for the NASA Prize in order to receive a prize from FUNDER.

Recognition for International Teams

Up to one top scoring International TEAM will be recognized as the international winner of each track in Phase 1, and up to two (2) international runners up will also be recognized in each track.

International TEAMS must meet the eligibility requirements to participate in the Challenge and be recognized as winners. International TEAMS are not eligible to be awarded prize money from FUNDER.

2.2 CHALLENGE Rules

Refer to the Phase 1 LunaRecycle Challenge Official 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 from September 2024 to May 2025. FUNDER and PARTNER can extend the Challenge milestones at its discretion.

2.4 Financing

TEAMS may not directly request the U.S. Government 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 in consultation with NASA will determine if access is available on an equitable basis at its discretion.

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") on the Official Challenge Website 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"). TEAM MEMBER must also identify on its Adoption, the names and nationalities of all individuals associated with such TEAM who are participating in any way in the CHALLENGE. Each TEAM MEMBER shall ensure that each of its 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 TEAM MEMBER shall indemnify PARTNER for any costs, claims or damages arising from the acts or omissions of such TEAM MEMBER.

A TEAM is comprised of one or more TEAM MEMBERS. All TEAM MEMBERS 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.

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 from PARTNER in order to be registered TEAM MEMBERS to participate in the CHALLENGE.

By signing an Adoption, each TEAM MEMBER is deemed to have signed this AGREEMENT and is committing itself, 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, or otherwise participate in the CHALLENGE with the TEAM until such new TEAM MEMBER has signed this 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.

Each individual, whether acting alone or as part of a TEAM, must identify his/her nationality. No TEAM MEMBER shall be a citizen of a country on the NASA Export Control Program list of Designated Countries List Category II: Countries determined by the Department of State to support terrorism. The current list of designated countries can be found at <http://oior.hq.nasa.gov/nasaecp>. Please check the link for latest updates. This includes individuals with dual citizenship unless they are a U.S. citizen or a lawful permanent U.S. resident (green card holder).

While China is not a Category II designated country, pursuant to Public Law 116-6, Section 530, NASA is prohibited from participating, collaborating, or coordinating bilaterally in any way with China or any Chinese-owned entity. TEAM MEMBERS who are citizens of China but not affiliated with a Chinese entity may be permitted to participate on a TEAM.

Subject to the conditions set forth herein, foreign nationals and foreign national teams can participate in the Challenge. However, they are not eligible for a cash prize, and must acknowledge acceptance of this by signing and submitting a Foreign Participant Acknowledgement Form in Exhibit B.

A TEAM-designated TEAM LEADER shall be responsible for the actions of and compliance with the rules, including prize eligibility rules, by all members of the TEAM. If a TEAM LEADER is unable to continue as TEAM LEADER, 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 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. Proposed changes of TEAM LEADER are subject to approval by PARTNER and FUNDER in their sole discretion.

## 2.8 Eligibility for Prize

In order to be eligible to win the Prize from the FUNDER:

- (i) individuals must be U.S. citizens **or** permanent residents of the United States, **and** over the age of 18.
- (ii) organizations must be an entity incorporated in **and** maintaining a primary place of business in the United States.
- (iii) TEAMS must be comprised of otherwise eligible individuals or organizations **and** led by an otherwise eligible individual or organization.
- (iv) TEAM LEADER must be a U.S. citizen or permanent resident.

Notwithstanding the foregoing, a TEAM may include foreign nationals and the TEAM shall still be eligible to win a prize from FUNDER as long as the foreign national signs and delivers a Foreign Participant Acknowledgement Form (Appendix B) wherein they disclose his/her citizenship and acknowledge that they are not eligible to win a prize from NASA, **AND** the foreign national is

- (i) An employee of an otherwise eligible U.S. Entity participating in the CHALLENGE,
- (ii) An owner of such Entity, so long as the foreign citizens own less than 50% of the interests in the Entity,
- (iii) A contractor under written contract to such Entity, **or**
- (iv) A full-time student who, during the time of the CHALLENGE, (1) is enrolled in an accredited institution of higher learning, (2) has a valid student visa and (3) is otherwise in compliance with all local, state, and U.S. Government laws and regulations regarding the sale and export of technology.

PARTNER shall determine, subject to review and approval by FUNDER, whether foreign nationals are eligible to participate in the CHALLENGE, but in no event shall such foreign nationals be eligible to win a prize from the FUNDER. No foreign national may serve as a TEAM LEADER for Prize eligibility purposes.

TEAM MEMBERS must furnish proof of eligibility (including proof of citizenship or permanent resident status, for individuals), which must be satisfactory to FUNDER 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 FUNDER.

U.S. Government employees may enter the CHALLENGE, or be members of a prize-eligible TEAMS, so long as they are not acting within the scope of their Federal employment, and they rely on no facilities, personnel, hardware, access, knowledge, information previously developed, or other resources that are available to them as a result of their employment except for those resources available to all other participants on an equal basis.

U.S. Government employees participating as individuals, or who submit applications on behalf of an otherwise eligible Entity, will be responsible for ensuring that their participation in the CHALLENGE is permitted by the rules and regulations relevant to their position and that they have obtained any authorization that may be required by virtue of their Government position. Failure to do so may result in the disqualification of them individually or of the entity which they represent or in which they are involved.

TEAMS will be ineligible to win the Prize if any TEAM MEMBER is a U.S. Government employee acting within the scope of their employment. This includes any U.S. Government organization or organization principally or substantially funded by the U.S. 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.

TEAMS may not use Federal funds from a grant award, cooperative agreement, or other transaction award to develop their challenge submissions or to fund efforts in support of their challenge submissions.

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

## 2.9 Prize Payment

FUNDER 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 upon provision and acceptance of proof of citizenship and permanent resident status to FUNDER. The FUNDER shall have sole discretion of acceptance of such proof as meeting eligibility requirements for the Prize. Each TEAM MEMBER acknowledges that FUNDER 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 FUNDER.

## 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.

## 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 and/or disruptive conduct may result in TEAM's immediate elimination from participation in the CHALLENGE upon the discretion of PARTNER. Unsportsmanlike and/or disruptive conduct includes but is not limited to use of profanity, derision of others, public release of misleading or inaccurate information about CHALLENGE, an attempt to delay CHALLENGE operations, or an attempt to annoy, abuse, threaten, or harass any other person, or tamper with any other competitor's entry. An ombudsman will be available as a liaison to help resolve any disputes. In order to engage the ombudsman, a team must contact PARTNER within 24 hours of the incident at the following email address: [lunarecycle@ua.edu](mailto:lunarecycle@ua.edu). After receiving a request to engage the ombudsman, PARTNER will review the request and, if appropriate, engage the ombudsman to determine a resolution.

### **4.1 Determination of Winners**

The Judging Panel will determine winners as described in the Official Challenge Rules. No Team members will approach the Judges or attempt to sway the Judges' decision. All decisions made by the Judges are considered final.

## **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 FUNDER on its hardware and printed materials related to the participation of TEAM in the CHALLENGE without prior written consent from PARTNER, its contractors, collaborators, or FUNDER, 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 or FUNDER as applicable.

### **5.2 Media Rights**

TEAM retains all media rights related to the story of its participation in the CHALLENGE.

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

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

TEAM agrees to provide PARTNER and FUNDER 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.

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.

TEAMS also agree to provide PARTNER with monthly updates on the TEAM's progress if requested. Updates can be in the form of videos, blog posts, etc.

### **5.3 Purchase and Sales Rights**

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

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 U.S. Government 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 FUNDER claim no intellectual property (IP) rights from TEAM's technology, system and/or approach as submitted for this CHALLENGE.

To the extent TEAM owns IP resulting from its participation in CHALLENGE, TEAM agrees to negotiate in good faith with FUNDER that are members of the U.S. 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 and on terms acceptable to each party, if FUNDER choose to pursue such a license.

#### 5.5 Disclaimer of Warranty

Goods, services, facilities, or equipment provided by PARTNER and FUNDER under this Agreement are provided "as is." PARTNER and FUNDER 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 U.S. Government nor its contractors shall be liable for special, consequential, or incidental damages attributed to such goods, services, facilities, equipment, or 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.

#### 5.6 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. TEAMS agree that nothing in this AGREEMENT will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of TEAMS resulting from activities conducted under this AGREEMENT, regardless of the fact that such product or service may employ NASA-developed technology.

### **6 GENERAL PROVISIONS**

#### 6.1 Governing Law

The Parties hereby designate 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

This AGREEMENT must be completed, signed and returned to the PARTNER before the TEAM can be considered registered to participate in the CHALLENGE.

By executing this AGREEMENT, PARTNER accepts TEAM for CHALLENGE.

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 and/or a Prize.

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

Upon request, 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 (TEAM LEADER and PARTNER's 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

Lauren A. Wilson

Associate Vice President of Research Agreements & Commercialization

University of Alabama

+1 205-348-7812

Lawilson64@ua.edu

*TEAM NAME:* \_\_\_\_\_.

*TEAM LEADER NAME:* \_\_\_\_\_

*TEAM LEADER PHONE:* \_\_\_\_\_

*TEAM LEADER EMAIL:* \_\_\_\_\_



*TEAM LEADER MAILING ADDRESS:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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 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 FUNDER.

## 6.9 Insurance & Indemnification

Each TEAM MEMBER agrees to assume any and all risks and waives claims against PARTNER and the U.S. 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 MEMBER's participation in the CHALLENGE, whether such injury, death, damage, or loss arises through negligence or otherwise. For the purposes of this paragraph 6.9 and paragraph 6.10, 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, or the TEAM MEMBERS, in the CHALLENGE. In addition, PARTNER requires that each TEAM obtain liability insurance in the amount of \$5,000 USD minimum that covers each TEAM MEMBER or otherwise demonstrate financial responsibility for that amount. 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 U.S. Government and PARTNER named as an additional insured under the TEAM's insurance policies; and (B) the U.S. Government, PARTNER, and its contractors for damage or loss to Government or PARTNER property resulting from or related to CHALLENGE activities. The TEAM and all TEAM MEMBERS jointly and severally agree to indemnify the U.S. Government and PARTNER against third-party claims for damages arising from or related to CHALLENGE activities. Should an onsite activity be held all PARTNER insurance requirements must be met.

Proof of insurance in such form as reasonably required by PARTNER shall be provided to PARTNER by the registration deadline. The insurance coverage is required through the end of the competition (May 2025).

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, its contractors and related entities, including FUNDER 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 FUNDER to pay the Prize and agrees that the obligation for payment of the Prize to declared winners belongs to FUNDER 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, with concurrence from FUNDER, 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.

PARTNER

Signature:

\_\_\_\_\_  
LAUREN A. WILSON

UNIVERSITY OF ALABAMA

ASSOCIATE VICE PRESIDENT

RESEARCH

TEAM LEADER

Signature:

\_\_\_\_\_  
NAME: \_\_\_\_\_

TEAM NAME: \_\_\_\_\_

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

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

**EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMBERSHIP AND ADOPTION OF AGREEMENT by an Individual (“Adoption”)**

The undersigned applies to register for Phase 1 of the LunaRecycle Challenge as a TEAM MEMBER and agrees to be bound by all the provisions of the attached Challenge 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 FUNDER, 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.

All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

*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: Lauren A. Wilson – University of Alabama

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

**EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMBERSHIP AND ADOPTION OF AGREEMENT by an Entity (“Adoption”)**

The undersigned applies to register for Phase 1 of the LunaRecycle Challenge as a TEAM MEMBER and agrees to be bound by all the provisions of the attached Challenge 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 FUNDER, 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.

All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

*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: Lauren A. Wilson – University of Alabama \_\_\_\_\_

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, \_\_\_\_\_, a Team Member on TEAM \_\_\_\_\_ (TEAM NAME), acknowledge that (i) during the term of the attached Phase 1 LunaRecycle Challenge 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.

Team Member Citizenship: \_\_\_\_\_

Team Member Institute of Enrollment: \_\_\_\_\_

Team Member Signature: \_\_\_\_\_

Acknowledgement Endorsed by TEAM MEMBER:

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

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

Acknowledgement endorsed by: Team Leader

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

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

Acknowledgement endorsed by: PARTNER

Name: Lauren A. Wilson - University of Alabama

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

**EXHIBIT B: FOREIGN PARTICIPANT ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Team Member on TEAM \_\_\_\_\_ (TEAM NAME), acknowledge that I will comply with all terms and conditions of the AGREEMENT. I confirm that I am not a citizen or permanent resident of the United States, and 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.

Team Member Citizenship: \_\_\_\_\_

Team Member Signature: \_\_\_\_\_

Acknowledgement Endorsed by TEAM MEMBER:

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

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

Acknowledgement endorsed by: Team Leader

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

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

Acknowledgement endorsed by: PARTNER

Name: Lauren A. Wilson - University of Alabama

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