

## Challenge Participation Requirements

Teams are responsible for understanding and complying with these Requirements.

### Eligibility to Compete

NASA welcomes applications from individuals, groups of individuals, and/or organization or entities that meet the eligibility requirements provided below.

In order to participate in the Challenge, each individual, whether acting alone or as part of a Competitor Team must identify their nationality.

- No individual competitor 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>. 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.

### Eligibility to Compete and Win Prizes from NASA

In order to be eligible to win a prize:

1. Individuals must be U.S. citizens OR permanent residents of the United States, AND over the age of 18.
2. Organizations must be an entity incorporated in AND maintaining a primary place of business in the United States.
3. Competitor Teams must be composed of otherwise eligible individuals or organizations AND led by an otherwise eligible individual or organization.
4. Team Leader must be a U.S. citizen or permanent resident.

A Team may include foreign nationals and be eligible to win prize money as long as the foreign national signs and delivers a disclosure (separate form) wherein he/she discloses his/her citizenship and acknowledge that her/she is not eligible to win a prize from NASA, AND

- I. The foreign national is an employee of an otherwise eligible U.S. entity participating in the Challenge,
- II. The foreign national is an owner of such entity, so long as foreign citizens own less than 50% of the interests in the entity,
- III. The foreign national is a contractor under written contract to such entity, OR
- IV. The foreign national is a full time student, during the time of the Challenge, of an otherwise eligible entity which is an accredited institution of higher learning, AND the

student is during the Challenge 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.

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 NASA in its sole discretion. A Team's failure to comply with any aspect of the eligibility requirements shall result in the Team being disqualified from winning a Prize from NASA.

U.S. government employees may enter the competition, or be members of prize-eligible teams, so long as they are not acting within the scope of their Federal employment, and they rely on no facilities, access, personnel, knowledge 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 organization, will be responsible for ensuring that their participation in the Competition 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 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. No U.S. government funds may be used to participate in the Challenge. 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 the Methuselah Foundation.

Current employees, consultants, and students of the Methuselah Foundation may only participate as Team Members when the Team is not competing for the Prize from NASA. Participation of such parties as Team Members on a Team will make a Team ineligible for any Prize award.

### **Team Roles and Responsibilities**

Each Team will designate a Team Leader. The Team Leader shall be responsible for compliance with the rules, including prize eligibility rules, by all members of their Team. Prize funding will be released only to the Team Leader as detailed in Appendix C.

### **Intellectual Property Rights**

Notwithstanding anything to the contrary in these rules, NASA and the Methuselah Foundation claim no intellectual property (IP) rights from the Team. All trade secrets, copyrights, patent rights, and software rights will remain with each respective Team. Additional details specific to U.S. Teams and Other International Teams are included in the table in Appendix D.

## **Insurance and Indemnification**

Each Team Member agrees to assume any and all risks and waives claims against the Methuselah Foundation 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 section, 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 as stated in the Team Agreement and required by its local, state, or Federal governments to conduct any and all activities related to or required by participation of Team and the Team Members in the Challenge.

## **Delay, Cancellation or Termination**

The Team acknowledges that circumstances may arise that require the Challenge to be delayed indefinitely or canceled. Such delay or cancellation, and/or the termination of the Challenge, shall be within the full discretion of NASA and the Methuselah Foundation, and the Team accepts any risk of damage or loss due to such delay, cancellation, and/or termination.