

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
COLORADO ASSOCIATION FOR MANUFACTURING AND TECHNOLOGY
AND
NASA
FOR
TECHNOLOGY COMMERCIALIZATION PARTNERSHIP

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with The National Aeronautics and Space Act of 1958, as amended (42 U.S.C. 2473 (c)), this Agreement is entered into by the National Aeronautics and Space Administration (NASA) located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA HQ," "HQ," or "NASA") and Colorado Association for Manufacturing and Technology, located at 216 16th Street, Suite 850, Denver, CO 80202, (hereinafter referred to as "CAMT" or "PARTNER"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA and CAMT wish to enter into a pilot collaboration to accelerate space-related technology transfer and commercialization in a regional innovation cluster. Specifically, NASA and CAMT will collaborate to make manufacturing entities more aware of NASA technologies, including those from NASA's SBIR/STTR program for the purposes of facilitating the manufacturing entities' commercialization of NASA technologies and the development of strategic alliances or other business relationships (e.g. with SBIR firms). The ultimate goal of this collaboration is to accelerate the technology commercialization process, and to assist the above entities to cross over the "valley of death," which is widely known as the place where many R & D efforts die in trying to make the transition from research and development to the commercial marketplace.

NASA and CAMT will collaborate to pilot a strategic state-wide approach to promote technology commercialization by accelerating technology transfer and innovation. CAMT will strengthen the connection between research and technology commercialization to accelerate products to market.

Specifically, NASA has the following objectives in entering into this partnership:

1. To find partners, including non-traditional partners outside of the aerospace community, for purposes of jointly developing or maturing NASA mission-use technology of sufficient commercial or other interest to the partners.
2. To find commercial entities having a possible interest in testing and possibly establishing manufacturing processes utilizing the unique environment of space.

3. To find potential licensees of intellectual property to which NASA has title for commercial application and other public benefit.
4. To provide business development and lean services to NASA's SBIR/STTR firms, which have developed technology of clear mission use to NASA and are in need of such services, for the purposes of increasing the likelihood of the technology becoming commercially available off-the-shelf to NASA for adaptation and infusion into NASA's missions, other U.S. commercial applicability, as well as for contributing to the national technology base.

ARTICLE 3. RESPONSIBILITIES

A. CAMT will use reasonable efforts to:

At no cost to NASA, Partner will use reasonable efforts to:

1. Provide technical assistance to SBIR/STTR companies to identify gaps in commercialization, e.g., manufacturability and distribution.
2. Identify opportunities for collaboration among aerospace and energy technology companies and existing manufacturers to reduce the need for increased capital and accelerate time to market.
3. Identify and aggregate the needs of the aerospace and energy cluster to prioritize technology required to advance industry, advance the NASA mission, promote sustainable manufacturing, and reduce the carbon footprints, as appropriate.
4. Provide research on global markets to encourage aerospace and energy companies to explore partnership and export opportunities.
5. Develop a map of current assets (suppliers and other key resources) and communicate opportunities to promote aerospace and energy-related suppliers and supplier services within the state.
6. Provide scouting services to companies looking for technologies or innovations.
7. Assist NASA in helping companies bridge the "valley of death" to successfully enter the commercial marketplace.
8. Convene stakeholders in common collaboration space to accelerate commercialization.

B. NASA will use reasonable efforts to:

At no cost to Partner, NASA will use reasonable efforts to:

1. Identify SBIR/STTR and other companies who can benefit from CAMT assistance.
2. Facilitate an "InnoTech" Forum once a year to generate ideas for technologies available and technologies needed by this regional Aerospace and Energy Cluster.
3. Offer "TechFusion" Forums to interested large businesses in Colorado to facilitate commercial development of NASA-funded SBIR/STTR technologies.

4. Provide access to NASA technologies that are available for licensing through web access, RSS feeds, and by offering CAMT partners subscriptions to NASA TechBriefs for the duration of the pilot initiative.
4. Provide CAMT with a Regional Innovation Ambassador, funded by NASA, on a yearly rotational basis, to assure direct links to NASA and its available resources.
5. Provide CAMT with NASA's Technology Roadmaps in Year 2 or when they are complete and publicly releasable to assist companies in identifying emerging opportunities generated by NASA's need for core technologies.
7. Jointly conduct quarterly status reviews and annual program reviews, as appropriate, to assure that pilot is on target to meet key objectives.

ARTICLE 4. SCHEDULE AND MILESTONES

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

NASA and CAMT produce Implementation Plan, following completion execution of the Space Act Agreement.	One month following execution of SAA.
CAMT incorporates implementation plan into its overall plan for development of the Energy and Aerospace Regional Innovation Cluster, known as the Technology Acceleration Park or TAP, in which NASA is now a participant as the result of this agreement.	This action begins with the development of the CAMT Implementation Plan, and concludes when the Plan is complete. The date is a function of the CAMT overall schedule.
NASA/CAMT Implementation Meeting--to determine follow-on actions and milestones.	Three months following the completion of Implementation Plan.
NASA and CAMT jointly conduct partnership gap analysis.	6 months after the signing of the SAA.
Joint Annual NASA-CAMT Project Review	December 2010
NASA and CAMT jointly develop 2011 Work Plan.	February 1, 2011
Quarterly Status Review	April 15, 2011
Quarterly Status Review	August 15, 2011
Joint Year End Review	December 15, 2011
Quarterly Status Reviews	January, April, August, December, 2012
Quarterly Status Reviews	January, April, August, December, 2013

January, April, and
December, 2014

Quarterly Status Reviews

Quarterly Status Reviews

January, April, and
December, 2015

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds or other financial obligations 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, Title 31 U.S.C. § 1341.