Gateways to Blue Skies Competition Participation Agreement

COMPETITION ADMINISTRATOR AND SPONSOR

NASA's Gateways to Blue Skies (GBS) Competition is managed by the National Institute of Aerospace ("Competition Administrator") on behalf of the National Aeronautics and Space Administration ("Sponsor").

TEAMS

Team is defined as all participants in the submission, including all academic institutions, faculty advisors, students, organizations and industry partners. **By submitting to the Gateways to Blue Skies (GBS) Competition, all members of the team agree to the terms and conditions contained in this Participation Agreement.** If any member of the team fails to agree and comply with this Participation Agreement, the team as a whole may be disqualified at the discretion of the Competition Sponsor. Each team is solely responsible for its own cooperation and teamwork. Neither the Sponsor nor the Competition Administrator will officiate any dispute among members regarding their conduct, participation, cooperation, contribution, prize sharing, or intellectual property. The team's materials submitted in connection with the competition will be referred to herein as the team's "submission."

COMPETITION RULES, TERMS, and CONDITIONS

The competition is subject to all applicable Federal laws and regulations. Participation constitutes the team's full and unconditional agreement to these rules, terms, and conditions and to the final decisions of the Competition Sponsor, which are final and binding in all matters related to this competition. Teams that do not comply with the rules, terms, and conditions may be disqualified. The following rules, terms, and conditions apply to all submissions:

- By submitting an entry, teams agree to indemnify the Federal Government, Sponsor, and the Competition Administrator, employees and related entities (except in the case of willful misconduct) against third party claims for damages arising from or related to competition activities, including but not limited to: any and all injury, death, damage, or loss of property, revenue or profits, whether direct, indirect, or consequential, arising from their participation in the competition, whether the claim or cause of action arises under contract or tort.
- Personal information submitted by teams will be transmitted to the Federal Government and competition judges and may be kept in a system of records. Teams agree not to hold the Competition Administrator, Sponsor, or Federal Government liable for the protection, use, or retention of any personal information submitted for the competition.
- The Competition Sponsor has the right to disqualify teams after an initial screening if all required submission elements are not provided and/or if eligibility requirements are not met. All disqualification decisions are final and not subject to appeal.
- Submitting teams pledge that the team is the sole author of their submissions, that the submission is wholly original, that it does not infringe on any copyright or any other rights of any third party of which the team is aware, and that the submission is free of malware. Contributions from non-team members (including the use of tools like Generative AI) are not permitted.
- Registered teams shall be responsible for the actions of and compliance with all the requirements in this document and any subsequently announced rules for the competition by their affiliated team members.
- Proposing team members are not permitted to consult with GBS judges other than the invitation to participate in a scheduled Questions and Answer (Q&A) Session.
- The Competition Administrator will disburse awards to the designated primary (i.e., lead) academic institution of winning teams. The lead academic institution is solely responsible for allocating any prize funds as they deem appropriate.

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- The Sponsor retains sole discretion to select finalists and winning teams. The Sponsor reserves the right not to select awardees if the judges believe that no submission demonstrates sufficient innovation, potential, and/or achievement.
- Registered competitors shall be responsible for the actions of and compliance with the rules by their employees, subcontractors, officers, owners, and other affiliated persons.

EXPECTATIONS

- The expectation is that GBS projects are **student-led initiatives** (i.e., students are doing the work). Faculty serve as mentors, and if a team is selected as a finalist, help manage any monetary awards sent to the university.
- GBS projects should originate in the academic environment from the student team, versus from an advisor, outside individual, business, or professional endeavor.

ELIGIBILITY

NASA welcomes submissions from teams comprised of 2-6 students from accredited U.S.-based postsecondary institutions, including technical colleges, community colleges, colleges, or universities. Teams may be comprised of a combination of full-time or part-time students (although foreign national students must be full-time students) from any postsecondary academic levels, and can include senior capstone students, clubs, multi-university teams, or multidisciplinary teams, with the following restrictions:

1. At least two student team members must be U.S. citizens or lawful permanent residents of the United States.
2. All team members must be 18 years of age or older.
3. Teams must be comprised of otherwise eligible individuals.
4. Submitting organizations (e.g., postsecondary academic institutions) must be an entity incorporated in and maintaining a primary place of business in the United States.

Foreign Nationals

Notwithstanding the foregoing, a team may include foreign nationals (subject to FAR 52.225-5 Trade Agreements) and the team shall be eligible to win a prize **as long as** each foreign national signs and delivers a ***GBS Foreign National Acknowledgement Form*** when submitting the proposal, wherein they disclose their citizenship and acknowledge that they are not eligible to win a prize, and indicate they are either:

- an employee of an otherwise eligible U.S. entity who resides in the U.S. (i.e., faculty), or
- a full-time student who, during the time of the competition:
    - is enrolled full-time at the proposing U.S.-based postsecondary institution
    - has a valid student visa,
    - resides in the U.S., and
    - is compliant with all local, state, and U.S. Government laws and regulations regarding the sale and export of technology.

Although eligible foreign nationals attending the proposing U.S.-based postsecondary institution can participate on a GBS team, they are not eligible to win a prize from NASA. Prizes for the GBS Competition are defined as any of the following: monetary award, NASA site visit/tour, final forum attendance/presentation, and NASA internship.

Team Size

Each team must consist of:

- one faculty advisor affiliated with the lead U.S.-based academic institution.
- a minimum of 2 student members who are U.S. citizens or lawful permanent residents who actively participate in the project and will **present at the culminating GBS Forum if the team is selected as a finalist.**
- a maximum of 6 student members, each of whom must be 18 years or older by the time of proposal submission.

Forum Attendance

- If selected as a finalist:
    - only U.S. citizens or lawful permanent resident team members may attend the Forum, and
    - at least two U.S. citizen or lawful permanent resident student team members must attend the GBS Forum and present the team's work during the scheduled presentation timeslot and during their poster session. Attending team members are expected to participate in all Forum events.
- At least one faculty advisor is strongly encouraged to attend the Forum with each team. All Forum attendees, including faculty and any team-affiliated industry advisors, must be U.S. citizens or lawful permanent residents.

Federal Employees

U.S. government employees (including Pathways interns) may participate so long as they are not acting within the scope of their position, 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 made 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.

Special Eligibility Considerations

- An individual may join more than one team.
- A faculty advisor may advise more than one team.
- A college / university may submit more than one proposal.

Ineligible Persons or Entities

Federal entities or Federal employees acting within the scope of their employment are not eligible to win an award.

Employees of NASA, National Institute of Aerospace Associates, and any of their subsidiaries and affiliates, and immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees, are not eligible.

Foreign colleges / universities are not eligible to participate in the GBS Competition.

No Use of Government Funds

If a participant is a Government contractor or is employed by one, their participation in this competition may be restricted. If the participant or their employer is receiving Government funding for similar projects, the

participant or their employer is not eligible for an award under this competition. Additionally, the U.S. Government may have Intellectual Property Rights in a participant's solution if the solution was developed under a Government Contract, Grant, or Cooperative Agreement. Under such conditions, the participant may not be eligible for an award. Participants should contact the organizers if they need help determining their eligibility.

JUDGING

The GBS Judging Panel ("Panel") is comprised of NASA and industry experts who will evaluate each submission based on adherence to the guidelines and the published evaluation criteria for each deliverable. The panel will determine, at its discretion, which submissions best respond to the theme prompts. The Sponsor retains the right to accept or reject any submission. The Sponsor retains sole discretion to select winning teams and reserves the right to not award prizes if the Judging Panel believes that no submission demonstrates sufficient innovation, potential, and/or achievement. All decisions made by the Sponsor are final and not subject to appeal.

The composition of the judging panel may be modified at the discretion of the Sponsor. A judge may choose to recuse themselves from evaluating a particular submission, or the Sponsor may require a recusal, if it is determined that a conflict of interest could compromise the integrity of the evaluation process.

PRIZES, AWARDS, & ANNOUNCEMENTS

Prizes for the GBS Competition are defined as any of the following: monetary award, NASA site visit/tour, final forum attendance/presentation, and NASA internship. GBS awards may not be used to support foreign nationals or federal employees acting within the scope of employment. (This includes Pathways interns and co-op students with civil servant status.) Students attending military institutions, such as the U.S. Air Force Academy or U.S. Naval Academy, are under the same constraints.

Before any finalist team prizes are awarded, the Sponsor reserves the right to take any actions deemed necessary to verify a team's compliance with this Participation Agreement. By agreeing to this Participation Agreement, participants acknowledge and understand that being announced as a Finalist or subsequent First Place Winner does not guarantee receipt of an Award. If a team's compliance cannot be verified to the Sponsor's satisfaction, the team may be disqualified and select an alternate finalist or winner recommended by the judging panel.

Phase 1: Finalist teams will be announced following the conclusion of the Phase 1 proposal review. Each finalist team will receive a $9,000 prize issued to their university and advance to Phase 2 of the competition, where they will present their updated work at the GBS Forum. Allocation of the funds is at the discretion of the team's faculty advisor.

Phase 2: Teams selected to advance to Phase 2 are responsible for developing a final paper and infographic and giving an in-person presentation during the GBS Forum in May 2027 (location TBD). Announced during the culminating Awards Ceremony at the GBS Forum, awards will include First Place and any additional panel-determined honors (such as Second Place or Best Paper). NASA OSTEM internship opportunities with NASA Aeronautics serve as the competition prize for members of the winning team who meet NASA internship eligibility requirements. Only U.S. citizens are eligible for NASA OSTEM internships.

INTELLECTUAL PROPERTY

Participants retain all rights, title and interest in any inventions, software or work of authorship they invent or create. The ownership and use of intellectual property arising from this competition remains with the participants. The Sponsor may choose to negotiate for a license to use the solutions developed as a result of this competition.

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Phase 1 submissions will be shared in their entirety with judges and the Sponsor during the evaluation process. Phase 2 deliverables from finalist teams (final paper, infographic, and presentation) may be published online in part or in their entirety and may be shared with the general public to promote the competition or to highlight results.

MEDIA RELEASE

Upon acceptance of award, teams grant to the NIA and NASA the right to use names, likeness, submission materials not marked with protective markings, photographs, voices, opinions, and/or hometown and state for promotional purposes in any media, in perpetuity, worldwide, without further payment or consideration.