

INTRODUCTION

The Google Lunar X PRIZE features \$30 million in prize purses, segmented into a \$20 million Grand Prize, a \$5 million Second Prize, and \$5 million in bonus prizes. To win the Grand Prize, a Team must successfully soft land a privately funded spacecraft on the Moon, roam about the lunar surface for a minimum of 500 meters, and transmit a specific set of video, images and data back to the Earth. More detailed Prize requirements, including requirements for the Second Prize and Bonus Prizes, can be found in the Official Guidelines for the Google Lunar X PRIZE.

APPLICATION PROCESS OVERVIEW

The purpose of this Application is to collect the information necessary to register the submitting Team for official entry into the Google Lunar X PRIZE. Registration for the Google Lunar X PRIZE takes place in three parts, one of which is optional. These are:

- 1. Letter of Intent to Compete. This Letter of Intent is an optional but recommended process that allows potential Teams to indicate their intention to compete in the Google Lunar X PRIZE and thereby become entitled to certain benefits. This Letter of Intent must be followed by the submission of a full and complete Registration Package within 90 days of acceptance of the Letter of Intent, or all or part of the benefits associated with the Letter of Intent may be forfeited.
- 2. <u>Registration Application</u>: The Registration Application and payment of the Registration Fee is required of all Teams. This document and its attachments will provide the X PRIZE Foundation with sufficient information to preliminarily enroll the Team in the Google Lunar X PRIZE, and to provide certain benefits, including promotion of the Team as part of the competition.
- 3. <u>Master Team Agreement</u>: The Master Team Agreement will be made available to Registered Teams, and will provide binding and official language governing the Team's participation in and eligibility to win the Google Lunar X PRIZE.

The Registration Application consists of the following:

Section A	Team Identification Package
Section B	Mission Data Package
Section C	Team Finances and PRIZE Impact Data
Section D	Team Media and Outreach Information
Section E	Mutual Non-Disclosure Agreement

All Sections must be completed in legible English. Best efforts will be made to review and respond to all complete Registration Application submissions no later than 60 days after receipt.

The X PRIZE Foundation shall provide acknowledgement of receipt within 30 days of receiving a complete registration package. Until an application for registration has been officially accepted or denied, neither the applicant nor the X PRIZE Foundation shall make public declaration of registration in the Google Lunar X PRIZE.

The completion of this Application is not meant to be overly burdensome; one of the chief purposes of the Google Lunar X PRIZE is to advance all of the Registered Teams, so this Package is intended to help the X PRIZE Foundation and its partners better understand and promote each Team. The submission of rich, interesting, detailed content, both in this Package and on subsequent updates, will teach the public about the competition and about each Team, simultaneously educating and increasing awareness for the Team's specific efforts. To support this goal, the Registration Fee required as part of this Package will be used to help the Team better reach the general public by providing training and services to a required Embedded Public Outreach Liaison. Additionally, prize money or other incentives may be offered in the future to the Team or Teams that do the best job of reaching out to the public.

Registration for Google Lunar X PRIZE does not prevent registration in any other PRIZE, Challenge, or Competition conducted by the X PRIZE Foundation unless explicitly noted in the rules for that Challenge. However, no special consideration shall be granted to Teams entering in multiple competitions. A completed application does not guarantee the acceptance of your participation in the Google Lunar X PRIZE, and the X PRIZE Foundation expressly reserves the right to deny any application to participate in the Google Lunar X PRIZE for any reason.

REGISTRATION FEE AND DEADLINE

To encourage Teams to begin working on the Google Lunar X PRIZE as soon as possible, the fee associated with Registration will increase with time; additionally, Registration will eventually close.

- For Teams registering on or before December 31, 2008, the Registration Fee shall be \$10,000. Teams that have filed a Letter of Intent may use their previously paid \$1,000 towards this fee.
- For Teams registering between January 1, 2009 and December 31, 2009, the Registration Fee shall be \$30,000.
- For Teams registering between January 1, 2010 and December 31st, 2010, the Registration Fee shall be \$50,000.

Registration shall close as of January 1, 2011.

Registration fees will be used to help cover expenses associated with processing the application and providing judging and other services for each Team. Some of these fees will be used to assist with training of the Embedded Public Outreach Liaison each Team is required to include. Fees may be paid by check or money order to the "X PRIZE Foundation." Credit card payments or bank transfers may be made upon special arrangement with the X PRIZE Foundation. All fees are listed in US dollars. Teams may register any number of entries; however, each must be accompanied by a Registration Fee. All Registration Fees are non-refundable, except in cases where the application for registration is denied. If an application is denied, the Registration Fee shall be refunded without payment of interest.

SUBMITTING YOUR APPLICATION

Please send this completed application and all required materials to:

X PRIZE Foundation Attn: Google Lunar X PRIZE 1441 4th Street Suite 200 Santa Monica, CA 90401 USA glxp-Team@xprize.org

Questions regarding this Registration Package should be directed via email to <u>glxp-</u><u>Team@xprize.org</u>.

By completing and submitting this form, including all its Sections and by posting a required payment to the "X PRIZE Foundation," your application for Registration in the Google Lunar X PRIZE shall be considered complete. All Registered Teams must complete the third phase of the Registration process by signing the Master Team Agreement.



The following information will be used by the X PRIZE Foundation to identify and promote the applicant for Registration in the Google Lunar X PRIZE. Additionally, data may be used to educate the public about the Google Lunar X PRIZE, the underlying technical issues, and related science, technology, engineering, and mathematics issues.

Fields marked with an asterisk (*) shall not be publicly listed, except in aggregate form using data from all registered competitors. Proprietary Information, including any intellectual property the Registrant desires to keep confidential, must be clearly marked as such.

Owing to the nature of the PRIZE and the Mission Requirements, many of these fields may be subject to change. The Team is required to make best efforts to complete these fields now, and to give indication of when the X PRIZE Foundation can expect those fields left incomplete to be completed. In all cases, Teams shall keep the X PRIZE Foundation aware of any changes or updates to any of these fields.

REQUIRED INFORMATION

Team Name:		
Team Leader Name:		
CRAFT Name:		
Associated Team Nationality or Nationalities:		
Key Team Members, with roles:		
Chief point of contact for XPF*:		
Chief point of contact for the media:		
~200 word description of Team that describes who you are, proposed architecture		
100-200 word biographies of Team Leader and key Team Members		
Video Introduction 1-3 minutes (may be provided as a YouTube video posted to an XPF- approved website)		
First blog entry (sample entry provided upon request)		

Team logo (Vector Graphic or minimum of 300 dpi)

OPTIONAL INFORMATION

Team website URL (if applicable): _

Pre-existing Team blog URL (if applicable): _____

Other Team Members, with roles: _____

Other Team Pictures (submitted electronically with a minimum resolution of 300 dpi; any physical copies submitted will not be returned)

Labeled Photographs of Team Members, where available (submitted electronically with a minimum resolution of 300 dpi; any physical copies submitted will not be returned)

CONFIDENTIALITY

In addition to standard non-disclosure and confidentiality agreements, Teams may request to have their registration in the Google Lunar X PRIZE kept confidential until as late as July 20, 2009.

Do you wish to have your registration kept confidential through July 20, 2009?_____

Team Leader Signature: _____

Date: _____



The following information will be used by the X PRIZE Foundation to assess applications for Google Lunar X PRIZE. Data will be used to ensure the Team is serious in its intent to compete, and that the Team can be reasonably expected to conduct safe operations. Additionally, this data and similar information posted to the official websites and blogs required of each Registered Team will be used to promote and to educate the public about the Google Lunar X PRIZE, the underlying technical issues, and related science, technology, engineering, and mathematics issues. Teams will be rewarded for posting interesting and current information in this Registration Package and in subsequent updates by increased public support for their entity. In addition to potential direct increases to Team sponsorship and revenue, this may benefit the Team should the X PRIZE Foundation elect to introduce cash incentive programs rewarding Teams for public outreach.

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Owing to the nature of the PRIZE and the Mission Requirements, many of these fields may be subject to change. The Team is required to make best efforts to complete these fields now, and to give indication of when the X PRIZE Foundation can expect those fields left incomplete to be completed. In all cases, Team shall keep the X PRIZE Foundation aware of any changes or updates to any of these fields.

Please note that this Registration form and Data Package does not in any way substitute for an application or submission to any regulatory body. The Registrant is solely responsible for all coordination and interaction with any regulatory body.

- Please provide a synopsis of your mission plan, in no more than 1000 words, describing your current thoughts on launch, lunar injection, landing, and the lunar surface mission.
- In 500-1000 words, please describe your preliminary launch plans. Do you intend to use the Google Lunar X PRIZE Preferred Launch Provider, SpaceX? What other Launch vehicles are you considering? What are your candidate launch Sites and launch windows?
- In 500-1000 words, please describe your preliminary plans for landing on the Moon. Where do you intend to land? What will be your descent method?
- In 500-1000 words, please describe your preliminary plans for meeting the 500 meter roaming requirement. Will your whole landing vehicle (or "CRAFT") move, or a secondary vehicle? What is your mode of transportation--e.g. 6 wheeled rover, crawling on legs, rocket-assisted hops, et cetera?
- How do you intend to communicate with your CRAFT? How will you download your Mooncasts? Do you intend to utilize the Google Lunar X PRIZE Preferred Communications partners, the SETI Institute's Allen Telescope Array or the Universal Space Network?
- Please attach any pictures or scaled concepts drawings of your CRAFT Design (submitted electronically with a minimum resolution of 300 dpi; any physical copies submitted will not be returned).



The following information will be used by the X PRIZE Foundation to assess applications for Google Lunar X PRIZE. Data will be used to ensure the Team is serious in its intent to compete, and that the Team can be reasonably expected to conduct safe operations. Additionally, the following data shall be used by the X PRIZE Foundation to assess the total impact of the Google Lunar X PRIZE on individual competitors and on the industry as a whole. Finally, data may be used to promote the event and to educate the public about the Google Lunar X PRIZE, the underlying technical issues, and related Science, Technology, Engineering, and Mathematics Issues.

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Owing to the nature of the PRIZE and the Mission Requirements, many of these fields may be subject to change. The Team is required to make best efforts to complete these fields now, and to give indication of when XPF can expect those fields left incomplete to be completed. In all cases, Team shall keep XPF aware of any changes or updates to any of these fields.

- Please describe your financing plans for this mission. Are you self-financed? If not, how do you intend to raise funding? Do you intend to generate revenue on this mission in addition to attempting to win GLXP purses? *
- What Bonus Prizes, if any, do you intend to pursue? What makes these attractive to you?
- Do you plan to carry any scientific payload not required by the Google Lunar X PRIZE Mission Requirements? If so, what, and why?
- Do you expect support from your government? In what form might this take? How will you comply with the Google Lunar X PRIZE rules on private financing that limit governmental contributions to no more than 10% of total Team expenditures?

In an attempt to quantify the leverage of the Google Lunar X PRIZE, the X PRIZE Foundation will occasionally ask you for input as to the amount of time and money your Team has dedicated to your pursuit of this PRIZE. Information from Teams will not be released except in aggregate form. To further complement this information, future answers will be compared to initial estimates.

- At this point, how many man-years do you expect will be dedicated to your pursuit of the Google Lunar X PRIZE? *
- At this point, how much money, whether real cash, wages, donations, or in-kind support, will be dedicated to your pursuit of the Google Lunar X PRIZE? *



The X PRIZE Foundation often receives direct inquiries from members of the media regarding Team entries. Often these inquiries are passed directly to the media Point of Contact, as defined in Section A; however, the Team may provide information below for the X PRIZE Foundation to pass on directly to accredited members of the media.

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Owing to the nature of the PRIZE and the Mission Requirements, many of these fields may be subject to change. The Team is required to make best efforts to complete these fields now, and to give indication of when the X PRIZE Foundation can expect those fields left incomplete to be completed. In all cases, Team shall keep the X PRIZE Foundation aware of any changes or updates to any of these fields.

REQUIRED INFORMATION

- 200-300 word quote, with attribution, on the importance of the Google Lunar X PRIZE
- Copies of any press release issued by you or your Team relevant to the Google Lunar X PRIZE
- Copies of any press articles written about your Team relevant to the Google Lunar X PRIZE
- Name and contact for the Team webmaster, if applicable*
- Scheduled or proposed open houses, system tests, or press conferences to showcase your entry, capabilities, and/or hardware

The Official Rules of the Google Lunar X PRIZE will require each Team to name an embedded Public Outreach Liaison, who will help the Team connect with the public by offering updates, blogs, videos, and reporting on the Team's thoughts and progress throughout the PRIZE. This person, required to be local to the Team, will work with XPF and its media partners to promote the Team and the PRIZE, as Teams will not be permitted separate media agreements relevant to the PRIZE.

• How do you plan to meet the Embedded Public Outreach Liaison requirement?

OPTIONAL INFORMATION

- Printed Brochures
- Graphics
- Organizational Charts
- Biographies of Team Members
- Photos of Team Members, including Group Photos
- Videos (Animations, B-roll, videos of tests, promotion videos, et cetera)
- Press Kit
- Any models (size, description) of your vehicle proposed or currently in production*
 - Any scheduled or proposed upcoming tests that the media can attend



This Agreement ("Agreement") is made and entered into by and between "X" PRIZE Foundation, Inc., a Delaware nonstock corporation ("X PRIZE"), and ______, with respect to the following facts:

Each of the parties desires to share with the other party certain information, relating to the Google Lunar X PRIZE (the "Competition"), which each party (the "Disclosing Party") desires to maintain confidential and which would be disclosed to the other party (the "Receiving Party") only on the condition that such materials and information are maintained in confidence and will not be used by the Receiving Party other than in connection with the Competition. The Disclosing Party and the Receiving Party are sometimes referred to herein separately as a "party" and together as the "parties."

For purposes of this Agreement, "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation, information regarding the Announcement or the Competition, Teams in the Competition, Announcement preparations, Announcement dates, event plans and procedures, information regarding financial position, financial statements, tax returns, products, designs, product development or marketing plans, product prices or pricing plans, cost data, customers, notes, analyses, compilations, studies, interpretations or other documents, prototypes, samples, plant and equipment, computer programs, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not) schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information), (i) which, if conveyed in written or other tangible form, is designated as "confidential," "proprietary" or the like, (ii) which, if disclosed in other than tangible form, is designated as confidential or proprietary by the Disclosing Party within a reasonable time after the initial disclosure, or (iii) which is or should be reasonably understood to be confidential or proprietary to the Disclosing Party. In addition, this Agreement and its existence shall be considered Confidential Information for purposes of this Agreement.

In consideration of the parties' discussions and any access a party may have to Confidential Information of the other party, the parties hereby agree as follows:

- 1. Use of Confidential Information. The Receiving Party agrees:
 - a. hold the Disclosing Party's Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its most highly confidential materials),
 - b. not to divulge any such Confidential Information or any information derived therefrom to any third person (except consultants, subject to the conditions stated below),

- c. not to make any use whatsoever at any time of such Confidential Information except to evaluate internally whether to enter into the currently contemplated agreement with the Disclosing Party, and
- d. not to copy or reverse engineer any such Confidential Information.

Without limiting the generality of the foregoing, the Receiving Party may not use the Confidential Information to solicit orders from any customer or client of the Disclosing Party for any goods or services. Any employee or consultant given access to any such Confidential Information must have a legitimate "need to know" such information for the purposes of evaluating internally whether to enter into the currently contemplated agreement with the Disclosing Party and shall be similarly bound in writing. Without granting any right or license, the Disclosing Party agrees that the foregoing clauses (a), (b), (c) and (d) shall not apply to any information that the Receiving Party can document (1) is (or through no improper action or inaction by the Receiving Party or any Team member, affiliate, agent, consultant or employee) generally available to the public, or (2) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, and which was not acquired directly or indirectly from the Disclosing Party or (3) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such information. The Receiving Party shall be responsible for any breaches of this Agreement by any of its Team members, employees, consultants, agents or affiliates as if such breaches were breaches by the Receiving Party. If the Receiving Party becomes aware of any theft, destruction or unauthorized disclosure of the Confidential Information, the Receiving Party will promptly notify the Disclosing Party of such event. The Receiving Party shall only make such copies of the Confidential Information as are necessary and shall mark "confidential" any documents containing or reflecting any of the Confidential Information. The Receiving Party may make disclosures required by court order. Notwithstanding the foregoing, the Receiving Party shall (i) promptly notify the Disclosing Party of such disclosure obligation, (ii) assist and cooperate with the Disclosing Party to obtain any injunctive relief or other remedies the Disclosing Party may wish to pursue to prevent or limit such disclosure and (iii) if the steps taken in the immediately preceding subclause (ii) are insufficient to lawfully prevent any disclosure of the Confidential Information, disclose only the minimum amount of the Confidential Information that is required to be disclosed by law or court order, as reasonably determined by the Receiving Party's legal counsel.

- 2. No Warranty. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WITH REGARD TO THE ACCURACY OR COMPLETENESS OF ANY CONFIDENTIAL INFORMATION THAT MAY BE PROVIDED HEREUNDER. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."
- 3. Return of Confidential Information. Immediately upon a request by the Disclosing Party at any time (which will be effective if actually received or three days after mailed first class postage prepaid to the Receiving Party), the Receiving Party shall cease using the Confidential Information and will turn over to the Disclosing Party all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.
- 4. Disclosure. Except to the extent required by law, neither party shall disclose the existence or subject matter of this Agreement.
- 5. Term. The obligations of the Receiving Party shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Disclosing Party.
- 6. Ownership and Other Rights.
 - a. Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the intended use set forth herein.

- b. The Disclosing Party retains all right, title and interest in and to the Confidential Information and any intellectual property rights or other rights related thereto. No license under any trademark, patent, copyright or other intellectual property right is either granted or implied by the disclosure of the Confidential Information of this Agreement.
- 7. Other Activities.
 - a. This Agreement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services or products. This Agreement does not create any agency or partnership relationship. This Agreement does not require the Disclosing Party to make any payment of any kind to the Receiving Party, nor does it bind the Disclosing Party to enter into any further agreement or arrangement with the Receiving Party.
 - b. Nothing contained in this Agreement shall be construed as implying any commitment or agreement by either party to participate in, or permit participation in, the Competition.
- 8. Miscellaneous. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Confidential Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of the State of California without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writing and constitutes the entire agreement between the parties with respect to the subject matter hereof. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. This Agreement may be executed in counterparts, which together shall constitute one and the same agreement. Each party may rely on a facsimile signature on this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ______ day of ______, 2007.

X PRIZE Foundation, Inc.

Signature:	
Name:	
Title:	

Google Lunar X PRIZE Applicant

Signature:	
Name:	
Title:	
Team Name:	