

NONREIMBURSABLE INTERAGENCY AGREEMENT IA1-32569  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AND  
US ARMY COMBAT CAPABILITIES DEVELOPMENT COMMAND  
AVIATION AND MISSILE CENTER  
AND  
THE OFFICE OF NAVAL RESEARCH  
FOR  
THE RE-ESTABLISHMENT OF VERTICAL LIFT RESEARCH CENTERS OF  
EXCELLENCE

ARTICLE 1. AUTHORITY AND PARTIES

The National Aeronautics and Space Administration Langley Research Center, located at Langley Research Center, Hampton, VA 23681 (hereinafter referred to as "NASA" or "NASA LaRC") enters into this Interagency Agreement (hereinafter referred to as "IAA") in accordance with 51 U.S.C. § 20113(e). The US Army Combat Capabilities Development Command (CCDC), Aviation and Missile Center (AvMC), located at 5400 Fowler Rd, Huntsville, AL 35898-0001 (hereinafter referred to as "CCDC AvMC"), enters into this IAA in accordance with 10 U.S.C. § 2358(b)(4) and 10 U.S.C. § 7013, and the Office of Naval Research located at 875 N. Randolph Street, Suite 1425, Arlington, VA 22203-1995 (hereinafter referred to as "ONR") enters into this Agreement in accordance with 10 U.S.C. § 2358 and 10 U.S.C. § 8013. NASA and the other Agencies may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA, CCDC AvMC, and ONR wish to engage in a joint effort to re-establish Vertical Lift Research Centers of Excellence (VLRCOE) in support of the NASA Aeronautics Research Mission Directorate, U.S. Army Technology Development Directorate – Aviation Technology, and U.S. Naval Aviation. NASA, CCDC AvMC, and ONR plan to mutually select one or more VLRCOEs that shall be awarded to either individual or teams of multiple institutions for an initial period of one year with four (4) annual renewal options, up to five (5) years maximum. Each VLRCOE shall be established to conduct research that emphasizes foundational science – i.e., DoD 6.1 basic research and NASA fundamental research. The Parties shall jointly sponsor and provide both management oversight and financial support for the VLRCOEs. This Agreement only covers the management oversight portion of the partnership, while the financial aspects of funding the specific VLRCOE tasks will be defined separately by separate Interagency Agreements between the Parties. A two-part agreement approach provides the flexibility to participate in the VLRCOE management without specific budget commitment over the five (5)-year period. Historically, VLRCOEs have been established and managed through a partnership of the Parties for approximately forty (40) years. It has been a considerable

advantage to have a formal agreement among the Parties to document participation in the selection and technical review of the VLRCOEs that is separate from the financial Interagency Agreements.

The following NASA Centers may participate in the joint effort depending upon the specific research topics awarded under the VLRCOE(s): Ames Research Center, Armstrong Flight Research Center, John H. Glenn Research Center, and Langley Research Center. The extent of involvement from each of the NASA Centers will include time and effort by technical personnel with relevant expertise to evaluate white papers and proposals and review technical progress of the VLRCOE (s) once they are established. It is envisioned that there would be a panel of at least six researchers (at least one from each Party) that would monitor and assess the technical content for a given VLRCOE. The workload requirements are anticipated to be several weeks per year.

### ARTICLE 3. RESPONSIBILITIES

A. ONR and NASA will use reasonable efforts to:

1. Define research topics in the Broad Agency Announcement (BAA) that strive to achieve an optimal combination of the research priorities of the participating Parties.
2. Provide up to three participants each on the review panels responsible for evaluating and assessing progress for the VLRCOE(s) for which ONR and NASA are providing funding.
  - 2(a). Along with CCDC AvMC, have members of the VLRCOE review panels evaluate proposals in accordance with the evaluation criteria defined in the BAA.
3. Jointly with the other Parties, provide technical oversight of the VLRCOE(s) commensurate with the cooperative agreements.
4. Support annual reviews of VLRCOEs that will be coordinated by the Management Points of Contact identified in Article 15.

B. CCDC AvMC will use reasonable efforts to:

1. Serve as the Contracting Agency for the VLRCOE(s).
  - 1(a). Administer the BAA and cooperative agreements.
  - 1(b). Retain termination decision authority over the cooperative agreements issued in support of VLRCOEs (termination authority rests solely with warranted Grants/Agreements Officers). However, all Parties will use best efforts to confer with each other before any termination of a VLRCOE(s).

2. Define research topics in BAAs that support the VLRCOE(s), and that strive to achieve an optimal combination of the research priorities of the participating Parties.
3. Provide up to three participants on the review panel responsible for evaluating and assessing progress for the VLRCOE(s) for which the CCDC AvMC is providing funding.
  - 3(a). Along with the other Parties, have members of the VLRCOE review panels evaluate proposals in accordance with the evaluation criteria defined in the BAA.
4. Jointly with NASA and ONR, provide technical oversight of the VLRCOE(s) commensurate with grant efforts.
5. Conduct annual reviews of VLRCOEs that will be coordinated by the Management Points of Contact identified in Article 15.
6. Provide to NASA and ONR the standard progress and final technical and financial reports as defined in DoD's Grant Regulations for basic research grants.

**ARTICLE 4. SCHEDULE AND MILESTONES**

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

Identify review panel participants.	By June 30, 2021
Complete joint NASA-CCDC AvMC-ONR evaluation of full proposals submitted under CCDC AvMC BAA.	By September 30, 2021
Complete joint NASA-CCDC AvMC-ONR progress reviews of the VLRCOEs annually.	Each year from award of the VLRCOE(s) for four (4) years

**ARTICLE 5. FINANCIAL OBLIGATIONS**

There will be no transfer of funds 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 potential violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

**ARTICLE 6. PRIORITY OF USE**

Any schedule or milestone in this IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that any Party's projected availability changes, the other Parties shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. Each Party agrees that usage of its own facilities, equipment,

and personnel for activities outside of this IAA shall have priority over the usage planned in this IAA.

#### ARTICLE 7. LIABILITY AND RISK OF LOSS

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA consistent with the interdepartmental waiver doctrine.

#### ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

The Parties agree that the information and data exchanged in furtherance of the activities under this IAA will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this IAA or agreed to by the Parties for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

#### ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - HANDLING OF DATA

A. In the performance of this Agreement, NASA or CCDC AvMC or ONR (as "Disclosing Party") may provide the other Party (as "Receiving Party") with:

1. data of third parties that the Disclosing Party has agreed to handle under protective arrangements, including by contract or other agreement with the third party, or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) ("Third Party Proprietary Data"), or
2. Government data, including software, the use and dissemination of which, the Disclosing Party intends to control ("Controlled Government Data").

B. All Third Party Proprietary Data and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.

C. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.

1. Third Party Proprietary Data: *The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.*
2. Controlled Government Data: *The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.*
3. NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). CCDC AvMC and ONR shall use and protect the related data in accordance with this Article: *None.*

D. For Data with a restrictive notice and Data identified in this Agreement or an accompanying funding document, Receiving Party shall:

1. Use, disclose, or reproduce the Data only as necessary under this Agreement;
2. Safeguard the Data from unauthorized use and disclosure;

3. Allow access to the Data only to its employees and any Related Entity requiring access under this Agreement;
4. Except as otherwise indicated in D.3., preclude disclosure outside Receiving Party's organization;
5. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
6. Dispose of the Data as Disclosing Party directs.

E. If the Parties exchange Data having a notice deemed ambiguous or unauthorized by the receiving Party, it should notify the providing Party. If the notice indicates a restriction, the receiving Party must protect the Data under this Article unless otherwise directed in writing by the providing Party.

- F. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that is:
1. known or available from other sources without restriction;
  2. known, possessed, or developed independently, and without reference to the Proprietary Data;
  3. made available by the owners to others without restriction; or
  4. required by law or court order to be disclosed.

If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.

#### ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

Unless otherwise agreed upon by the Parties, custody and administration of inventions made (conceived or first actually reduced to practice) under this IAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of a Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

#### ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

Each Party may, consistent with Federal law and this Agreement, release general information regarding its own participation in this IAA as desired. Insofar as participation of another Party in this IAA is included in a public release, the Party seeking to issue the release will consult with the other Parties prior to any such release, consistent with the Parties' respective policies.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable

format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without redaction, in accordance with the NTAA.

#### ARTICLE 12. TERM OF AGREEMENT

This IAA becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five (5) years from the effective date, whichever comes first.

#### ARTICLE 13. RIGHT TO TERMINATE

Any Party may unilaterally terminate this Agreement by providing written notice to the other Parties six (6) months in advance to allow ample time for the other parties to plan for the continuation of the VLRCOE(s).

#### ARTICLE 14. CONTINUING OBLIGATIONS

The rights and obligations of the Parties as set forth in the provisions "Financial Obligations," "Liability and Risk of Loss," "Intellectual Property Rights - Data Rights," "Intellectual Property Rights - Invention and Patent Rights," "Dispute Resolution," and "Applicable Law" shall survive such expiration or termination of this Agreement.

#### ARTICLE 15. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

##### Management Points of Contact

##### National Aeronautics and Space Administration

Susan A. Gorton  
Project Manager, Revolutionary  
Vertical Lift Tech  
Mail Suite: 254  
Langley Research Center  
Hampton, VA 23681  
Phone: 757-864-5059  
Fax: 757-864-1707  
susan.a.gorton@nasa.gov

##### US Army Combat Capabilities Development Command, Aviation and Missile Center

Dr. Mahendra J. Bhagwat  
Aeromechanics & Basic Research Focus Area  
Lead  
Mail Suite: 215-1  
Ames Research center  
Moffett Field, CA 94035-0001  
Phone: 650-604-2893  
Fax: 650-604-5173  
mahendra.j.bhagwat.civ@mail.mil

The Office of Naval Research  
Dr. David R. González  
Program Officer  
Sea Based Aviation - Aerodynamics  
(ONR 351)  
Washington, DC 22203  
Phone: 703-696-4287  
Fax: 703-696-4274  
Email: david.r.gonzalez@navy.mil

#### ARTICLE 16. DISPUTE RESOLUTION

Except as otherwise provided in the article entitled “Priority of Use,” the article entitled “Intellectual Property Rights – Invention and Patent Rights” (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (*e.g.* under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate persons identified in this IAA as the "Management Points of Contact." The persons identified as the "Management Points of Contact" for Parties will consult and attempt to resolve all issues arising from the implementation of this IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this IAA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to the Department of the Treasury’s Treasury Financial Manual, (Intragovernmental Transaction Guide, Vol. 1, Part 2, Chapter 4700, Appendix 6).

#### ARTICLE 17. MODIFICATIONS

Any modification to this IAA shall be executed, in writing, and signed by an authorized representative of NASA, CCDC AvMC and ONR.

#### ARTICLE 18. APPLICABLE LAW

U.S. Federal law governs this IAA for all purposes, including, but not limited to, determining the validity of the IAA, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

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ARTICLE 19. LOAN OF GOVERNMENT PROPERTY

The Parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 20. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION

US ARMY COMBAT  
CAPABILITIES DEVELOPMENT  
COMMAND, AVIATION AND  
MISSILE CENTER

BY: \_\_\_\_\_  
Robert A. Pearce  
Associate Administrator

BY: \_\_\_\_\_  
Mr. Jeffrey Langhout  
Director, CCDC AvMC

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

THE OFFICE OF NAVAL  
RESEARCH

BY: \_\_\_\_\_  
E. Anne Sandel  
Executive Director  
Office of Naval Research

DATE: \_\_\_\_\_