

**NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
SOUTHWEST AIRLINES CO.
FOR
DIGITAL INFORMATION PLATFORM FLIGHT OPERATORS PARTNERSHIP**

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Ames Research Center, located at Moffett Field, CA 94035 (hereinafter referred to as "NASA" or "NASA ARC") and Southwest Airlines Co. located at 2702 Love Field Drive, Dallas Texas, 75235 (hereinafter referred to as "Partner"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The purpose of NASA's Digital Information Platform (DIP) sub-project is to accelerate transformation of the National Airspace System (NAS) through the development of a platform for advanced, data-driven, digital services from traditional operations and new entrants to promote efficient aviation operations.

NASA will be working collaboratively with the Partner to develop the digital information platform ecosystem, including concept, use cases, and collaborative demonstrations. The purpose of the collaborative demos is to integrate data sources and services on the DIP platform to enable demonstration of advanced services with measurable benefit in selected use cases. The first phase of collaborative demonstration will leverage advanced services developed under Airspace Technology Demonstration 2 (ATD-2) such as the Trajectory Option Set (TOS) for rerouting departures in Metroplex Airspace. The data integration services, known as Fuser, will be deployed in the cloud to enable industry partners to connect and prepare for scalability into more complex airspace. The demonstration is expected to include TOS-related micro services to support traditional aviation operations such as, airport configuration prediction, taxi time prediction and runway prediction services.

NASA benefits from this agreement by gaining a better understanding of the end-user requirements for the DIP platform and obtain valuable operational test data to verify service efficiency and accuracy, which is very difficult to assess with laboratory or simulated data. The Partner benefits from the development of DIP that effectively addresses segmentation and scalability issues with the current system and of DIP-enabled services that can be used to support their aviation operations with potential reductions in taxi delay and fuel usage. To accomplish these goals, NASA will establish the partnership to support the following high priority objectives.

- Provide a capability that integrates key flight information from multiple sources for an accurate and reliable nation-wide stream of data in the cloud using a hybrid Authority to Operate (ATO) model that includes a commercial cloud provider (Amazon Web Service), the Agency Enterprise Managed Cloud Computing services (EMCC), and the Aeronautics Directorate Systems (ADS).
- Create objective measures of data quality that are shared with the community.
- Reduce data access rights limitations that prevent broader community innovation.
- Create an architecture that allows high reuse of solutions and serves as a building block for advanced capabilities.
- Establish an environment to rapidly innovate toward wholesale upgrades to NAS efficiency and safety and align NAS data assets to leverage the explosion in data science technologies to create an oasis of innovation.
- Change the solution evaluation paradigm from large-scale field-based testing requirements to smaller footprint cloud-based demonstrations.
- Pave the way for a commercialization methodology for digital airspace and flight management services to be more quickly obtained from the cloud via trusted sources.
- Evolve the use of cloud-based computing within the aviation community while increasing the ability to rapidly collaborate across aviation development teams.

ACARS messages and content are not necessary for nor intended to be a part of the purpose described in this Article 2, and NASA agrees to promptly notify Partner if it receives any such messages or content and to promptly return all copies thereof to Partner.

ARTICLE 3. RESPONSIBILITIES

A. NASA ARC will use reasonable efforts to:

1. Provide access, subject to any necessary NASA IT prerequisites or security requirements, such as an Interconnection Security Agreement (ISA) executed by both Parties, to a prototype software system via a secured Internet connection.
2. Develop software modifications to Fuser to provide fused flight information data and define data elements upon which services can be built.
3. Develop software modifications to TOS services to support Partner digital re-route operations.
4. Define, develop and test requirements to standardize Application Programming Interface (API) between DIP and connected services APIs to access and retrieve data.
5. Apply model/logic to transform and integrate data into airspace management services.
6. Provide cloud infrastructure of DIP system for Collaborative Demo implementation.
7. Jointly develop, evaluate and characterize benefits metrics to validate DIP platform and connected services performance and future application.
8. Provide Partner access to data produced by DIP system to enable Partner to participate in Collaborative Demos and to assess the impact of the DIP system and enabled services on Partner Operations.
9. Conduct joint field demonstration of DIP system involving Partner participation to validate components of DIP including interfaces, services, data inputs and outputs.

10. Coordinate virtual technical interchange webinar workshops with partner to discuss demo requirements, planning, and readiness.

B. Partner will use reasonable efforts to:

1. Cooperate with NASA and follow NASA IT prerequisites and security requirements, including the Interconnection Security Agreement executed by both Parties, for obtaining access to DIP systems.
2. Provide and share operational needs and challenges to using and accessing the data and services from the current air traffic system.
3. Provide data and define data elements to enable NASA to develop models of Partner operations and assess the impact of DIP system usage.
4. Identify, test and provide feedback on requirements for DIP system interface and connected services.
5. Jointly define, evaluate and characterize benefits metrics to validate DIP platform and connected services performance and future application.
6. Host a joint field test of DIP system to validate components of DIP including interfaces, services, data inputs and outputs in collaborative demos as field partners.
7. Provide Subject Matter Experts (SMEs) support to understand Partner's operations and procedures relevant to use cases that will inform DIP system requirements.
8. Provide personnel for training and to interact with airspace management services.
9. Provide personnel to integrate DIP-enabled services to Partner's IT environment.
10. Provide other necessary assistance and consulting to NASA for the activities mentioned above.

ARTICLE 4. SCHEDULE AND MILESTONES

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

Milestone	Estimated Completion Date
SA-1a Collaborative Demonstration Data Feeds for North Texas (NTX)	August 2022
Move to cloud-based deployment of DIP (NASA)	February 2023
SA-1a Collaborative Demonstration Execution	April 2022 thru August 2023
SA-1a Collaborative Demonstration Analysis Report	September 2022, September 2023
SA-1b Collaborative Demonstration Data Feeds	August 2024
Develop software modifications for SA-1b (NASA)	February 2025
SA-1b Collaborative Demonstration Evaluation Readiness Review	March 2025
SA-1b Collaborative Demonstration Execution	April 2025 thru August 2025
SA-1b Collaborative Demonstration Analysis Report	September 2025
SA-3 Collaborative Demonstration Data Feeds	August 2026
SA-3 Collaborative Demonstration Evaluation Readiness Review	March 2027
SA-3 Collaborative Demonstration Execution	April 2027 thru August 2027

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 violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

- A. Each Party hereby waives any claim against the other Party or one or more of its Related Entities (defined below) for any injury to, or death of, the waiving Party or one or more of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.
- B. Partner further agrees to extend this waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA and its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. For purposes of this Agreement, "Related Entities" shall mean contractors and subcontractors of a Party at any tier; grantees, investigators, customers, and users of a Party at any tier and their contractors or subcontractor at any tier; or, employees of the Party or any of the foregoing.
- C. Notwithstanding the other provisions of this Article, the waivers of liability set forth in this section shall not be applicable to:
 - i. Claims between a Party and its own Related Entity or between its own Related Entities;

- ii. Claims made by a natural person, his/her estate, survivors, or anyone claiming by or through him/her (except when such person or entity is a Party to this Agreement or is otherwise bound by the terms of this waiver) for bodily injury to, or other impairment of health of, or death of, such person;
- iii. Claims for damage caused by willful misconduct;
- iv. Intellectual property claims;
- v. Claims for damage resulting from a failure of a Party to extend the waiver of liability to its Related Entities, pursuant to paragraph B of this Article; or
- vi. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

ARTICLE 9. LIABILITY AND RISK OF LOSS – PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in an SAA, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
 - a. known or available from other sources without restriction;
 - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
 - c. made available by the owners to others without restriction; or
 - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. 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 meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.

8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.
10. Partner may use the following or a similar restrictive notice:

Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement SAA2-403745.

Partner should also mark each page containing Proprietary Data with the following or a similar legend: “Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page.”

B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for one year after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA’s written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
 - a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
 - b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
 - c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary 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.
3. 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.
 - a. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
 - b. Third Party Proprietary Data: The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
 - c. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
 - d. Notwithstanding H.4., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs.
4. For such Data identified with a restrictive notice pursuant to H.2. including such Data

identified pursuant to this Article, Receiving Party shall:

- a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
- b. Safeguard such Data from unauthorized use and disclosure;
- c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
- d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
- e. 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
- f. Dispose of such Data as Disclosing Party directs.

I. Oral and Visual Information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. General

1. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement, except as provided herein.
2. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.
3. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related

Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

D. Joint Inventions With Partner

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Partner employees, and employees of either Party's Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Partner's commercial business; or
2. use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

E. Rights to be Reserved in Partner's License

Any license granted Partner under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.
2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.
2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Partner employees:

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

ARTICLE 12. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials

Partner shall not use “National Aeronautics and Space Administration” or “NASA” in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the “Release of General Information to the Public and Media” Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee (“NASA Communications”) for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

C. Partner Emblems

NASA shall not use any Partner trademarks in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of the Partner, which does not, in fact, exist. NASA will only use any Partner trademarks as permitted under the "Release of General Information to the Public and Media" Article and any nominative fair use.

ARTICLE 13. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired. 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 a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 14. DISCLAIMER OF WARRANTY

Goods, services, facilities, technical information or equipment provided by NASA or Partner under this Agreement are provided “as is.” Neither Party makes an express or implied warranty as to the condition of any such goods, services, facilities, technical information or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of

information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities, technical information or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the Party nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 15. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 16. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access, including use of Interconnection Security Agreements (ISAs), when applicable.
- B. With respect to any export control requirements:
1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.
 2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.
 3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.
 4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.
- C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.
2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 17. TERM OF AGREEMENT

This Agreement 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 years from the Effective Date, whichever comes first.

ARTICLE 18. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 19. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., “Liability and Risk of Loss” and “Intellectual Property Rights”-related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 20. 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

NASA Ames Research Center
Nahri Ahn
Agreement Manager
Moffett Field, CA 94035
Phone: 650-604-1179
nahri.i.ahn@nasa.gov

Partner Company
Southwest Airlines Co.
Rick Dalton
Dir Airspace & Air Traffic
Management 2702 Love Field Drive
Dallas, Texas Phone: 214-
674-6930
rick.dalton@wnco.com

Technical Points of Contact

NASA Ames Research Center
Gilbert Wu
DIP Acting Sub-Project
Manager Moffett Field,
CA 94035 Phone:
650.604.1003
gilbert.wu@nasa.gov

ARTICLE 21. 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 Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the “Points of Contact.” The persons identified as the “Points of Contact” for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person’s designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 22. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 23. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 24. APPLICABLE LAW

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

ARTICLE 25. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 26. LOAN OF GOVERNMENT PROPERTY

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

ARTICLE 27. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this

Agreement. By signing below, the undersigned agrees to the above terms and conditions.

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
AMES RESEARCH CENTER**

SOUTHWEST AIRLINES CO.

BY: *Huyktran*
Huyktran (Mar 21, 2023 15:01 PDT)

Huy K. Tran
Director of Aeronautics

DATE: Mar 21, 2023

BY: *Joey Feinstein*
Joey Feinstein (Mar 21, 2023 16:12 CDT)

Name Joey Feinstein
Title Director, Supply Chain Management

DATE: Mar 21, 2023










CW2334148 - Southwest Airlines NRSAA DIP Agreement Final.docx

Final Audit Report

2023-03-21

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-  Document emailed to huy.k.tran@nasa.gov for signature
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