

NONREIMBURSABLE INTERAGENCY AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
ARMSTRONG FLIGHT RESEARCH CENTER
AND UNITED STATES AIR FORCE TEST PILOT SCHOOL
FOR TEST MANAGEMENT PROJECT (TMP).

ARTICLE 1. AUTHORITY AND PARTIES

The National Aeronautics and Space Administration Armstrong Flight Research Center, located at P.O. Box 273, Edwards, CA 93523 (hereinafter referred to as "NASA" or "NASA AFRC") enters into this Interagency Agreement (hereinafter referred to as "IAA") in accordance with 51 U.S.C. § 20113(e). United States Air Force Test Pilot School, located at 220 Wolfe Ave, Edwards, CA 93524-6402(hereinafter referred to as "USAF TPS"), enters into this IAA in accordance with Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e). NASA and USAF TPS may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA will support TPS on an instructor lead Test Management Project (TMP) related to FOSS WDM Health Monitoring System. NASA will compare data output of Commercial Off The Shelf (COTS) System and Fiber Optic Shape Sensing (FOSS) System. NASA seeks to test the FOSS Wavelength Division Multiplexing (WDM) System is high TRL within fighter jet flight environment. The data gathered will be used for potential use cases for hypersonic applications.

ARTICLE 3. RESPONSIBILITIES

A. NASA AFRC will use reasonable efforts to:

- 1) Provide at least one (1) dedicated NASA FOSS WDM Unit
- 2) Subject Matter Expert (SME) support on how to operate and install NASA FOSS WDM equipment
- 3) Provide guidance and instruction and on the FOSS System

B. USAF TPS will use reasonable efforts to:

- 1) Provide personnel support with all relevant organizations
- 2) Provide instructor support
- 3) Provide instrumentation support

- 4) Provide specification requirements including drawings & power for data access to Agile Pod
- 5) Provide aircrew support
- 6) Execute initial phase of 4-6 flight test sorties in Feb 2024 to capture data related to extreme temperature environments and flight data (telemetry, speed, altitude, roll rates, g-forces, etc.).

ARTICLE 4. SCHEDULE AND MILESTONES

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

NASA will provide FOSS WDM unit	Within 2 weeks of execution of agreement
TPS will provide data to NASA	Within 2 weeks of flight test

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 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 either Party's projected availability changes, NASA or USAF TPS, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and USAF TPS's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

ARTICLE 7. LIABILITY

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and USAF TPS 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 NASA and other Federal Agency 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 USAF TPS (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 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). USAF TPS shall use and protect the related data in accordance with this Article: None

D. For such Data identified with a restrictive notice pursuant to paragraph B of this Article, including Data identified in an accompanying funding document, Receiving Party shall:

1. Use, disclose, or reproduce such Data only as necessary under this Agreement;

2. Safeguard such Data from unauthorized use and disclosure;
3. Allow access to such 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 such Data as Disclosing Party directs.

E. If the Parties exchange Data having a notice deemed ambiguous or unauthorized by the receiving Party, it should tell 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 NASA and USAF TPS, 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 an 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

NASA or USAF TPS may, consistent with Federal law and this Agreement, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and USAF TPS will seek to consult with each other 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 one year from the effective date, whichever comes first.

ARTICLE 13. RIGHT TO TERMINATE

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

ARTICLE 14. 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" and related clauses 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

NASA Armstrong Flight Research Center
Terrence Garry

United States Air Force Test Pilot School
Chiawei Lee

Sr. Technology Transfer Specialist
Mail Stop: N/A
P.O. Box 273
Edwards, CA 93523
Phone: 661-902-3425
Fax: N/A
terrence.s.garry@nasa.gov

220 Wolfe Ave
Edwards, CA 93524-6402
Phone: 661-277-8881
chiawei.lee@us.af.mil

Technical Points of Contact

NASA Armstrong Flight Research Center
Patrick Chan
Electrical Engineer
Mail Suite: N/A
P.O. Box 273
Edwards, CA 93523
Phone: 661-276-6170
Fax: N/A
hon.chan@nasa.gov

United States Air Force Test Pilot School
Lyndsay Carpenter
220 Wolfe Ave
Edwards, CA 93524-6402
Phone: 661-277-8884
lyndsay.carpenter@us.af.mil

ARTICLE 16. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate person identified in this IAA as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and USAF TPS 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 Intragovernmental Transaction Guide (Treasury Financial Manual, Vol. 1, Chapter 2, Part 4700, Appendix 10 (hereinafter, the "Intragovernmental Transaction Guide")).

ARTICLE 17. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation. For all NASA mishaps or close calls, Partner agrees to comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping".

ARTICLE 18. MODIFICATIONS

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

ARTICLE 19. 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.

ARTICLE 20. LOAN OF GOVERNMENT PROPERTY

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

ARTICLE 21. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
ARMSTRONG FLIGHT RESEARCH
CENTER

UNITED STATES AIR FORCE TEST
PILOT SCHOOL

BY: _____
Eddie Zavala
Director for Programs and Projects

BY: _____
Chiawei Lee
Director of Research USAF TPS

DATE: _____

DATE: _____