

REIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GLENN RESEARCH CENTER  
AND  
HONEYWELL INTERNATIONAL, INC.  
FOR  
CLEEN-II TESTING IN GLENN'S ADVANCED SUBSONIC COMBUSTION RIG

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement ("Agreement") is entered into by the National Aeronautics and Space Administration Glenn Research Center, located at 21000 Brookpark Road, Cleveland, OH 44135 (hereinafter referred to as "NASA" or "NASA GRC") and Honeywell International, Inc. located at 111 South 34th Street, Phoenix, AZ 85034-2802 (hereinafter referred to as "Partner" or "Honeywell"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

This Agreement shall be for the purpose of NASA GRC and Honeywell to conduct combustion research in support of the Federal Aviation Administration's ("FAA") Continuous Lower Energy, Emissions, and Noise ("CLEEN") CLEEN-II Activities. The test will be conducted on a full annular combustion test article provided by Honeywell. The primary objective of the test is to evaluate combustor performance with interest on emissions and particulate analyses. Honeywell's CLEEN II program is maturing advanced turbine and combustor technologies to reduce weight for improved fuel burn and reduced emissions. The Honeywell advanced combustor design is a Compact Low Emissions Combustor that integrates advanced aerodynamics and fuel injection technologies to reduce engine NOx emissions and weight (contributing to reducing fuel burn). The test will take place in NASA GRC's Advanced Subsonic Combustion Rig ("ASCR").

The ASCR tests provide demonstration of the full-annular combustor design over the entire flight operating conditions for mid-sized class business jet turbofan engines for 2025 entry into service ("EIS"). Reducing NOx emissions and reducing fuel burn for subsonic fixed-wing aircraft aligns with Strategic Thrust 3 (Ultra-Efficient Subsonic Transports) of the NASA Aeronautics Research Mission Directorate Strategic Implementation Plan.

### ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Provide the use of the ASCR Stand 1 Facility and all associated equipment, support systems, and facilities necessary to operate the research test rig for the purpose of conducting the test.
2. Provide engineering and software support to develop the rig data acquisition program necessary to acquire and reduce raw aerodynamic, mechanical, and acoustic performance data and provide as measured and calculated performance data in engineering units to Honeywell. The program will include real time displays and printouts of performance parameters in the NASA GRC ESCORT and Dewetron facility data systems to enable on-line analysis of steady state and dynamic test data.
3. Provide personnel to support the installation of the test article, operation of the ASCR Stand 1 Facility and associated equipment and facilities. Honeywell will provide detailed test article installation instructions with the test article.
4. Provide personnel to assemble, configure, maintain, and disassemble test hardware and the tools necessary to perform these tasks. Honeywell will provide detailed instructions regarding test article assembly, configuration, maintenance, and disassembly with the test article.
5. Provide use of the NASA GRC ESCORT facility data system and all other facility related signal conditioning and instrumentation systems.
6. Coordinate with Honeywell on the details of the operational capabilities of the ASCR Stand 1 Facility to include existing and sharable interface drawing and/or data as requested.
7. Provide instrumentation extensions to interface between test hardware instrumentation lead out terminations and ASCR Stand 1 Facility electronic data acquisition and signal conditioning systems. Coordinate with Honeywell on instrumentation extension interface compatibility requirements.
8. Coordinate and provide NASA facility safety permits to enable ASCR Stand 1 Facility operation with Honeywell test hardware.
9. Record and provide electronic data from the NASA GRC IT ESCORT and Dewetron data systems to Honeywell.
10. Provide NASA GRC and/or contractor personnel to participate in regularly scheduled hardware design, test planning and coordination meetings and joint review meetings as required for Honeywell to satisfy NASA GRC test hardware safety requirements.

- B. Honeywell will use reasonable efforts to:
1. Provide overall test direction, test planning, and research engineering test coverage during the test entry in the ASCR Stand 1 Facility.
  2. Provide a full annular combustion test article. Honeywell will provide detailed instructions regarding test article installation, assembly, configuration, maintenance, and disassembly with the test article.
  3. Provide a test plan with requested test conditions prior to the start of testing. Testing shall not commence until NASA GRC provides its approval of the test plan.
  4. Provide all information as required by NASA GRC to assure safety of operation, per NASA criteria manual Technical Memorandum 106565 or equivalent.
  5. Provide stress analysis and hazard analysis of the test article to NASA GRC for review and concurrence on as soon as possible, but no later than six (6) weeks prior to the scheduled start of testing.
  6. Coordinate with NASA GRC on the instrumentation and data requirements for the test article. Honeywell will provide a final instrumentation list six (6) weeks prior to the scheduled start of the testing. A critical instrumentation list for each phase of testing is required.
  7. All participating Honeywell test personnel shall comply with the ASCR Stand 1 Facility and NASA GRC safety regulations, procedures and all safety requirements as specified in the Safety Permit issued by NASA for work to be performed under this Agreement.

#### ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones and estimated schedule for the activities defined in the "Responsibilities" Article are identified below. The current circumstances related to the COVID-19 pandemic may significantly impact the schedule and milestones of this Agreement and dates are therefore subject to a considerable degree of variability. The Parties may utilize a separate document labeled as "Appendix A: Schedule Coordination Matrix" ("Appendix A") to coordinate possible changes to the Agreement schedule. The Appendix is utilized only for Agreement performance planning purposes and the terms and conditions of this Agreement control. Any change to schedule identified in the Appendix must be signed or approved by the applicable Management Points of Contact or Technical Points of Contact for the respective Parties, as appropriate. The dates included in the aforementioned Appendix are the best approximation at the time this Agreement was created and may be amended.

1. Honeywell to deliver Honeywell test requirements document to NASA GRC. See Appendix A.
2. Honeywell to deliver Honeywell computing requirements to NASA GRC. See Appendix A.
3. Honeywell to deliver Honeywell model stress analysis to NASA GRC. See Appendix A.
4. Honeywell to deliver Honeywell test article to NASA GRC. See Appendix A.
5. Honeywell to deliver Honeywell test article installation instructions to NASA GRC. See Appendix A.
6. Honeywell to deliver Honeywell critical instrumentation list for test configuration to NASA GRC. See Appendix A.
7. Honeywell to submit test plan to NASA GRC. See Appendix A.
8. NASA GRC to conduct test readiness review at NASA GRC. See Appendix A.
9. NASA GRC to begin facility testing in ASCR Stand 1. See Appendix A.
10. NASA GRC personnel to remove all Honeywell test article from test section. See Appendix A.
11. NASA GRC to deliver final data set to Honeywell. See Appendix A.
12. NASA GRC to pack and ship Honeywell test article to Honeywell. See Appendix A.

## ARTICLE 5. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of **\$900,336.00** for NASA to carry out its responsibilities under this Agreement. In no event will NASA transfer any U.S. Government funds to Partner under this Agreement. Payment must be made by Partner in advance of initiation of NASA's efforts on behalf of the Partner.

Payment shall be made based on the following schedule:

- Payment 1: \$586,000.00 to be paid upon execution of the Agreement.
- Payment 2: \$314,336.00 to be paid upon delivery of Honeywell test article to NASA GRC.

Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment):

(1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;

(2) pay.gov at [www.nssc.nasa.gov/customerservice](http://www.nssc.nasa.gov/customerservice) (select "Pay NASA" from the Quick Links to the left of the page); or

(3) check. A check should be payable to NASA and sent to:  
NASA Shared Services Center  
FMD – Accounts Receivable For the Accounts of: Glenn Research Center  
Building 1111,  
Jerry Hlass Road,  
Stennis Space Center, MS 39529

Payment by electronic transfer (#1 or #2, above), is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.

C. NASA will not provide services or incur costs beyond the existing payment. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Agreement will be accomplished for the above estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and has the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one (1) year after completion of all effort under this Agreement, and promptly thereafter return any unspent funds to Partner.

D. Notwithstanding any other provision of this Agreement, 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. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner'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 unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

#### ARTICLE 9. 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.

#### 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 use reasonable efforts to mark it with a restrictive notice and protect it for one (1) 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 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 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 Inventions 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.

### ARTICLE 10. 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.

Partner is hereby informed that it can locate NASA technology available for licensing by visiting the following website address – <http://technology.nasa.gov>.

#### ARTICLE 11. 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.

#### ARTICLE 12. 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 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, 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 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 government 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 14. 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 15. 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.

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 16. 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 (5) years from the Effective Date, whichever comes first.

#### ARTICLE 17. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party. In the event of such termination, Partner will be obligated to reimburse NASA for all costs for which the Partner was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by NASA. Where Partner terminates this Agreement, Partner will also be responsible for termination costs.

#### ARTICLE 18. 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", "Intellectual Property Rights"-related clauses, and "Financial Obligations" shall survive such expiration or termination of this Agreement.

## ARTICLE 19. 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

Salah M. Ahmed  
Chief, Management Integration Division  
Mail Stop: 6-8  
21000 Brookpark Road  
Cleveland, OH 44135  
Phone: 216-433-8825  
Fax: 216-433-8551  
Salah.M.Ahmed@nsas.gov

#### HONEYWELL INTERNATIONAL, INC

Paul Yankowich  
Principal R&D Engr./Scientist  
Mail Suite: 503-121  
111 South 34th Street  
Phoenix, AZ 85034-2802  
Phone: 602-231-5820  
Fax: 602-231-1353  
Paul.Yankowich@Honeywell.com

### Technical Points of Contact:

#### NASA

Gwynn A. Severt  
Facility Manager, ASCR  
Mail Suite: 6-8  
21000 Brookpark Road  
Cleveland, OH 44135  
Phone: 216-433-8310  
Fax: 216-433-8551  
Gwynn.A.Severt@nasa.gov

#### HONEYWELL INTERNATIONAL, INC

Frank Zupanc  
Principal Mech Design Engr.  
Mail Suite: 503-121  
111 South 34th Street  
Phoenix, AZ 85034-2802  
Phone: 602-231-3103  
Fax: 602-231-1353  
Frank.Zupanc@Honeywell.com

## ARTICLE 20. 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 21. MODIFICATIONS

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

#### ARTICLE 22. 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 23. 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 24. 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 25. LOAN OF GOVERNMENT PROPERTY

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

#### ARTICLE 26. ELECTRONIC SIGNATURES

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. An “electronic signature” shall include, but is not limited to, faxed versions of an original signature or electronically signed or scanned and transmitted versions (e.g., via pdf) of an original signature.

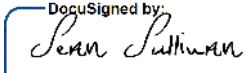
ARTICLE 27. SIGNATORY AUTHORITY

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  
GLENN RESEARCH CENTER

HONEYWELL INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Marla E. Pérez-Davis, Ph.D.  
Center Director

BY:  \_\_\_\_\_  
32399D815C76481...

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

DATE: 24-Nov-2020 \_\_\_\_\_