

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GLENN RESEARCH CENTER
AND
WRIGHT ELECTRIC, LLC
FOR
NEAT WRIGHT ELECTRIC MOTOR TEST

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 Glenn Research Center, located at 21000 Brookpark Road, Cleveland, OH 44135 (hereinafter referred to as "NASA" or "NASA GRC") and Wright Electric, LLC, located at 107 Hermes Rd Ste 125, Malta, NY 12020-4566 (hereinafter referred to as "Partner" or "Wright Electric"). 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 enabling NASA and Wright Electric to collaborate to test Wright Electric's 2 megawatt (MW) electric machine and associated equipment in the NASA Electric Aircraft Testbed (NEAT) as well as subsystem tests in a smaller test chamber. The test objectives will include characterizing the system performance under sea level and altitude conditions and varying power, torque, and speed levels. NASA's overall objective is to evaluate cutting-edge electrified aircraft component performance and potential airworthiness issues for the components themselves as well as the electrical powertrain system, as part of the Advanced Air Transport Technologies project. This effort will benefit NASA by facilitating its study of high-power components operating under flight conditions and by aiding future planning by identifying potential technology, certification, and regulatory gaps in this area. This effort will benefit Wright Electric by allowing its machine and systems to be tested with relevant power, torque, and speed levels that Partner needs for planned flight demonstration.

ARTICLE 3. RESPONSIBILITIES

A. NASA GRC will use reasonable efforts to:

1. Provide use of the NEAT testbed at Armstrong Test Facility (ATF), associated equipment, support systems and facilities needed to conduct the test series.
2. Coordinate the integration of the Wright Electric test articles into NEAT.
3. Provide use of associated equipment, support systems, and facilities needed to conduct the testing.

4. Conduct the test with a duration of up to 3 months testing, with an assumed average of 8 hours per day, 5 days per week of operation (total time for the project will include up to 3 months for integration and checkout and three months testing for a total of up to 6 months duration at NEAT).
5. Provide Wright Electric all details required to conduct the test in compliance with the physical, information, and personnel security requirements.
6. Provide personnel to support the installation of the test hardware and operation of the test and associated equipment and facilities. The specifics of these efforts will be outlined in the installation plan and associated schematics, drawings, and other information.
7. Provide supply systems associated with the test such as coolant and power at interface points.
8. Provide altitude conditions inside the NEAT altitude chamber, including pass-through access for required instrumentation, supply, power, and other lines as detailed in the installation plan.
9. Provide assistance to Wright Electric during assembly, integration, operation, and disassembly to assure safety of personnel and equipment and to meet GRC and Armstrong Test Facility standards and procedures.
10. Provide use of the NEAT signal conditioning & instrumentation systems as appropriate. The details of data, processing, and documentation will be provided in a Data Agreement Document, with inputs provided by both NASA and Wright Electric.
11. Coordinate and provide NASA facility safety permits to enable NEAT operation with Wright Electric test hardware, led by the Area 9 Safety Committee, GRC and Armstrong Test Facility procedures.
12. Provide NASA GRC, Armstrong Test Facility and/or contractor personnel to participate in regularly scheduled hardware design, test planning & coordination meetings and joint review meetings as required for Wright Electric to satisfy NASA GRC test hardware safety requirements.
13. Conduct operational readiness review.
14. Provide up to six months' time in NEAT for integration, calibration, checkout, testing, troubleshooting, corrective actions and disassembly.
15. Testing will occur during normal working hours, and exceptions will be made upon agreement by both parties.
16. Provide the power and other expendables necessary to operate NEAT, associated facilities, and the test hardware.
17. Provide reasonable office space, meeting room and working space at Armstrong Test Facility.
18. Participate in Technical Interchange Meeting (TIM) with Government attendees.
19. Co-author technical memorandum.

B. Partner will use reasonable efforts to:

1. Participate in bi-weekly meetings with the NASA NEAT team throughout the test and the preparedness phase.
2. Prepare and deliver a Requirements Document to NASA.

3. Prepare and deliver an initial test plan and inputs to the Data Agreement Document.
4. Prepare and deliver a Preliminary Hazards analysis to NASA and other requested items to support a Safety Permit application. These include items such as mishap plans and similar items requested by the NASA Area 9 Safety Committee.
5. Prepare and deliver an Installation Plan, including an Interface Control Document to NASA.
6. Finalize and deliver the Test Plan to NASA.
7. Prepare and deliver a Master Measurements List in the Electric Powertrain Flight Demonstrator (EPFD) solicitation Integrated Data Requirements Description (DRD) Document (DRD-TE-03) format to NASA NEAT including linkages to EPFD technical performance measurements (TPMs) and key performance parameters (KPPs).
8. Ship test articles and equipment and travel to NASA NEAT to support setup.
9. Participate in a Test Readiness Review (TRR) and Safety Review with the NASA NEAT team.
10. Support the NASA team through integration of Wright Electric systems with NEAT equipment and with the host facility, Hypersonic Tunnel Facility, control rooms and other ancillary support systems.
11. Conduct checkout testing as laid out in the Test Plan, and support NASA troubleshooting as it pertains to Wright Electric equipment and software systems.
12. Make available an operations team, to be determined during test planning phase.
13. Participate in an Operations Readiness Review.
14. Participate in in operations training for all persons planned to perform operations.
15. Conduct operations alongside NASA NEAT operations team members, in accordance with the plan presented to the Operations Readiness Review board.
16. Travel to NASA NEAT and safely remove all Wright Electric equipment, supporting the return of NEAT to pre-test state.
17. Prepare and deliver a Test Summary Report with actual test data to NASA NEAT after the conclusion of testing.
18. In addition to the Test Summary Report, prepare and deliver two other reports as follows:
 - a. A Research Report that may be made available to Government entities containing:
 - i. lessons learned on ground testing megawatt powertrains and what is needed for flight certification, including any gaps that remain to be addressed, and
 - ii. the final Master Measurements list Master Measurements List in the Electric Powertrain Flight Demonstrator (EPFD) solicitation Integrated Data Requirements Description (DRD) Document

(DRD-TE-03) format to NASA NEAT including linkages to EPFD TPMs and KPPs.

The intent is not to make public the Wright Electric powertrain, machine, or inverter design, but rather to gain insight into the feasibility of electrified aircraft in terms of the performance, energy density and efficiency of the powertrain system. This Research Report shall include recommendations for future investments in technology and testing.

- b. A Technical Memorandum that may be made publicly available for all audiences, containing publicly releasable information concerning the test conducted under this Agreement and discussing what is needed for flight certification, including any gaps that are generally experienced.
19. Support a Technical Interchange Meeting (TIM) with Government attendees to discuss the above reports.
20. All participating Wright Electric and subcontractor test personnel shall comply with the NASA GRC and Armstrong Test Facility regulations, procedures, and safety requirements. This includes requirements specified in the Safety Permit(s) issued by NASA for work to be performed under this Agreement, as provided by NASA to Wright Electric.

ARTICLE 4. SCHEDULE AND MILESTONES

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

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| 1. Wright Electric to deliver initial test plan, inputs to the Data Agreement Document, and a Requirements Document to NASA. | On or about four (4) months prior to test initiation. |
| 2. Wright Electric to deliver all required inputs for Safety Permit Application (Preliminary Hazards analysis, mishap plan, etc.) to NASA. | On or about four (4) months prior to test initiation. |
| 3. Wright Electric to deliver Installation Plan, including an Interface Controls Document, to NASA. | On or about (4) months prior to test initiation. |
| 4. Wright Electric to finalize and deliver Test Plan to NASA. | On or about two (2) months prior to test initiation. |
| 5. Wright Electric to deliver all equipment required for installation and checkout to NASA. Wright Electric also to deliver a Master Measurements List in the EPFD solicitation Integrated DRD Document (DRD-TE-03) format to NASA NEAT, including linkages to EPFD TPMs and KPPs. | On or about one (1) month prior to initiation of checkout procedure. |
| 6. NASA and Wright Electric to concur on final Test Plan and test dates. | On or about one (1) month prior to initiation of checkout procedure. |

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| 7. NASA to conduct Test Readiness and Safety Review. | On or about one (1) month prior to initiation or checkout procedure. |
| 8. NASA to obtain safety permit(s). | Prior to test initiation. |
| 9. NASA to conduct Operational Readiness Review. | Prior to test initiation. |
| 10. NASA to initiate test. | Approximately one day after receipt of approval to operate. |
| 11. NASA testing ends. | Within three (3) months of test initiation. |
| 12. Wright Electric to remove equipment. | Within one (1) month of test completion. |
| 13. Both parties to participate in Technical Interchange Meeting (TIM) with Government attendees to discuss results to include:

Shared understanding of machine and inverter performance (electric machine efficiency and operability; altitude performance of components and system; system dynamic response data; inverter and controller input/output, EMI characteristics, power quality, response time, response to fault conditions, performance data). Also included will be lessons learned, Data Measurements List, and certification and technology gaps. The intent of the TIM is to help NASA understand issues and challenges for meeting aircraft standards while achieving the necessary weight constraints for flight-weight power systems and to further US-led advances in electrified aircraft propulsion. | Within 60 days of final test completion. |
| 14. Wright Electric to provide Test Summary Report to NASA. | Within one (1) month of test completion. |
| 15. Wright Electric to provide Research Report to NASA. | Within three (3) months of test completion. |
| 16. Wright Electric to provide drafts of the Technical Memorandum to NASA. | Within one (1) year of final test completion. |

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

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 - 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. LIABILITY - PRODUCT LIABILITY INDEMNIFICATION

In the event the U.S. Government incurs any liability based upon Partner's, or Partner's Related Entity's, use or commercialization of products or processes resulting from a Party's participation under this Agreement, Partner agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for such liability.

ARTICLE 11. 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 [provide applicable identifying information].

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 two (2) years 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.

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: NONE.

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 12. 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 one (1) year 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 can locate NASA technology available for licensing by visiting the following website address – <http://technology.nasa.gov>.

ARTICLE 13. 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 14. 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 15. 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 16. 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 17. 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.

D. With respect to the requirements in Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019, Public Law 115-232:

1. In performing this Agreement, Partner will not use, integrate with a NASA system, or procure with NASA funds (if applicable), "covered telecommunications equipment or services" (as defined in Section 889(f)(3) of the NDAA).

2. The Partner will ensure that the provisions of this Article apply to its Related Entities.

ARTICLE 18. 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 three (3) years from the Effective Date, whichever comes first.

ARTICLE 19. RIGHT TO TERMINATE

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

ARTICLE 20. 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 21. 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

Timothy P. McCartney
Director, Aeronautics
Mail Stop: 3-5
21000 Brookpark Road
Cleveland, OH 44135
Phone: 216-433-5669
Fax: 216-433-8581
tomothy.p.mccartney@nasa.gov

Wright Electric, LLC

Jeff Engler
CEO, Wright Electric, Inc.
107 Hermes Rd Ste 125
Malta, NY 12020-4566
Phone: 917-608-9785
jeff@weflywright.com

ARTICLE 22. 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 23. 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"; GLP-H 7120.1rA; GLP-H 8720.1rB; and all other NASA safety policies related to testing at NEAT, which are assured during the Safety Review, Safety Permit request process, and the Operational Readiness Review.

ARTICLE 24. MODIFICATIONS

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

ARTICLE 25. 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 26. 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 27. 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 28. LOAN OF GOVERNMENT PROPERTY

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


ARTICLE 29. 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

WRIGHT ELECTRIC, LLC

BY: _____
James A. Kenyon, Ph.D.
Center Director

BY:  _____
Jeff Engler
CEO, Wright Electric, Inc.

DATE: _____

DATE: May 16, 2023