REIMBURSABLE INTERAGENCY AGREEMENT
BETWEEN THE
DOMESTIC NUCLEAR DETECTION OFFICE,
A UNIT OF THE DEPARTMENT OF HOMELAND SECURITY,
AND
NASA AMES RESEARCH CENTER

NASA AMES RESEARCH CENTER, located at Moffett Field, California (hereinafter "NASA"), and the DOMESTIC NUCLEAR DETECTION OFFICE, a unit of the DEPARTMENT OF HOMELAND SECURITY, (hereinafter "DNDO"), enter into this Agreement in accordance with the Homeland Act of 1992, as amended (42 U.S.C. §1538d), NASA and DNDO may be individually referred to as a "Party" and collectively referred to as the "Parties."

1. Purpose

DNDO and Rapiscan Laboratories, Inc., a Delaware corporation, formerly known as Rapiscan Systems High Energy Inspection Corporation ("Rapiscan"), entered into a contract on June 18, 2008 (contract No. HSHQDC-04-D-00033, the "Contract") to develop advanced cargo screening devices to enhance homeland security. NASA and Rapiscan entered into that certain NASA Ames Research Center Enhanced Use of Historic Property, dated as of May 22, 2007 (SA-2-102124), as amended (collectively, the "Lease"), pursuant to which Rapiscan leased from NASA certain secure facilities at which Rapiscan has constructed and developed its Eagle Portal container screening system in accordance with the Contract.

The Lease is currently due to expire on May 18, 2017, and the lease has expired in accordance with its terms; however, DNDO has not yet determined where the Eagle Portal container screening system will be deployed.

DNDO submitted to NASA an Article 8 Request, dated as of January 3, 2013, requesting that NASA allow DNDO to store the Eagle Portal system in an existing secure location pending deployment of the system by DNDO. The specific facilities to be made available for DNDO's use pursuant to this Agreement, shall be referred to in this Agreement as "Facilities."

2. Responsibilities and Schedule

NASA will use reasonable efforts to:

- Provide use of the Facilities to DNDO commencing on the Effective Date as defined in section 1.5, and
- Provide the services outlined on the support agreement to be executed concurrently herewith and such other services as DNDO may request and NASA agrees to provide during the term of this Agreement.
DNSC and Rappaport's authorized personnel will use reasonable efforts to:

1. Use the facilities and conduct its activities pursuant to this Agreement in compliance with all applicable laws, regulations and policies as provided in section 3.

2. Not unreasonably interfere with the operation or activities of NASA or other users or occupants of other portions of NASA Ames Research Center.

3. Provide NASA with a copy of DNSC's determination and findings in connection with entering into this Agreement.

4. Assume that any other document executed by DNSC in connection with this Agreement, including any MPR or other funding document other than the support agreement referred to in subsection (b) above, complies with the terms and conditions of this Agreement, and does not conflict herewith or contain provisions inconsistent with the provisions of this Agreement, and

5. Not engage in any hazardous processes and/or the storage of any hazardous materials within the facilities.

3. Financial Obligations

NASA shall be reimbursed by DNSC in connection with the provision of goods or services in accordance with this Agreement. Reimbursement should be made by DNSC in advance of initiation of NASA's efforts. NASA will not provide services or incur costs beyond the funding provided under this Agreement. All activities under or pursuant to this Agreement are subject to the availability of appropriated funds and the Parties' respective funding procedures.

4. Priority of Use

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of their personnel, facilities and equipment. In the event that either Party's projected availability changes, the other Party shall be given reasonable notice of such change so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's own use of any facilities, equipment and personnel 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.

5. Liability and Risk of Loss

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this Agreement.
6. Release of General Information to the Public and Media

NASA or ONDO may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired, so that participation of the other Party is involved. NASA and ONDO will seek to consult with each other prior to any releases consistent with the Parties' respective policies.

7. Disclaimer of Warranty

Equipment, facilities, technical information and services provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of such equipment, facilities, technical information or services or that the equipment, facilities or services provided will accomplish the intended results.

8. Compliance with Laws and Regulations

The Parties shall comply with all applicable laws and regulations, including, but not limited to, safety, security, air traffic operations (including directions from NASA's Air Traffic Management Offices), export control, and environmental laws and regulations. Access by ONDO to NASA facilities or property on a NASA Integration Technology (IT) system or application is contingent upon compliance with NASA security and safety policies and guidelines, including but not limited to, standards on badge, credentials, and facility, and IT system application access.

9. Modifications

Any modification to this Agreement shall be executed in writing, and signed by an authorized representative of NASA and ONDO. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signing official or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

10. Assignment

Neither this Agreement nor any interest arising under it will be assigned by ONDO or NASA without the express written consent of the officers executing this Agreement.
11. Management Points of Contact

The following personnel are designated as the principal points of contact between the Parties for this Agreement:

**NASA**

Name: Ray A. Williams
Title: Chief, Aviation Management Office
Email: ray.a.williams@nasa.gov
Telephone: (650) 604-8569
Fax: (650) 604-7344
Address: NASA Ames Research Center, Mail Stop 58-1, Moffett Field, CA 94035-1000

**DUKE**

Name: Dayla Vaughan
Title: Program Analyst
Email: Dayla Vaughan (d10926@duke.edu)
Telephone: (202) 354-7747
Fax: (202) 354-7747
Address: 215 Murray Lane, NW, Suite 130, Washington, DC 20024

12. Dispute Resolution

Except as otherwise provided in the article entitled "Property of Use," and those situations where a predominate statutory or regulatory system exists, 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 "Management Points of Contact." The persons identified as the "Management Points of Contact" for NASA and DUKE will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to an agreement on any issue, the dispute will be referred to the signing officials, or their designees, for joint resolution after the Parties have separately documented in writing their reasons for the dispute. All applicable disputes will be resolved pursuant to the provisions of the Executive Order on Intergovernmental Transmissions delineated in the Treasury Financial Manual, Vol. 4, Bulletin 2011-48-3, Section VI (Resolving Intergovernmental Disputes and Interfaces).

13. Term of Agreement

This Agreement becomes effective upon the date of the last signature below (the "Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereunder, and for a 3-year period from the date of the last signature, whichever comes first. Unless either party elects to terminate this Agreement in accordance with Section 10, the term of this Agreement may continue for up to two (2) additional periods of one (1) year each provided that the Parties' respective obligations hereunder are not completed. In no event shall the term continue beyond the date which is three (3) years after the date of the last signature.
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, DND will be obligated to reimburse NASA for all costs for which DND was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by the non-terminating Party. Where DND terminates this Agreement, NASA is authorized to collect costs incurred prior to termination, plus any termination costs up to the total payment authority provided for under this Agreement.

Approved and authorized on behalf of each Party by:

Nasa

National Aeronautics and Space Administration, Ames Research Center

By: [Signature]
Deborah L. Lentz
Director, Center Operations

Date: April 1, 2010

DND


By: [Signature]
Pamela C. Healy
Director, Office for OPD-DND

Date: April 1, 2010

[Stamp]