

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 "DNDDO"), enter into this Agreement in accordance with the Economy Act of 1932, as amended (31 U.S.C. §1535). NASA and DNDDO may be individually referred to as a "Party" and collectively referred to as the "Parties."

1. Purpose

DNDDO and Rapiscan Laboratories, Inc., a Delaware corporation, formerly known as Rapiscan Systems High Energy Inspection Corporation ("Rapiscan"), entered into that certain contract Rapiscan Eagle Portal dated as of September 22, 2008 (contract No. HSHQ03-08-C-0031) (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 Lease of Historic Property, dated as of May 22, 2007 (NASA 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 Contract is currently due to expire on May 15, 2010, and the Lease has expired in accordance with its terms; however, DNDDO has not yet determined where the Eagle Portal container screening system will be deployed.

DNDDO submitted to NASA an Airfield Use Request, dated as of January 8, 2010, requesting that NASA allow DNDDO to store the Eagle Portal system in its existing, secure location pending deployment of the system by DNDDO. The specific facilities to be made available for DNDDO's use pursuant to this Agreement (the "Facilities") are




2. Responsibilities and Schedule

NASA will use reasonable efforts to:

- (a) Provide use of the Facilities to DNDDO commencing on the Effective Date (as defined in section 1.3), and
- (b) Provide the services outlined on the support agreement to be executed concurrently herewith, and such other services as DNDDO may request and NASA agrees to provide during the term of this Agreement.

DNDOD and Rapesean'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 8;
- (2)  B-7(e)(f)
- (3) Not unreasonably interfere with the operations or activities of NASA or other users or occupants of other portions NASA Ames Research Center;
- (4) Provide NASA with a copy of DNDOD's determination and findings in connection with entering into this Agreement;
- (5) Assure that any other document executed by DNDOD in connection with this Agreement (including any MIPR or other finding 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
- (6) 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 DNDOD in connection with the provision of goods or services in accordance with law. Payment should be made by DNDOD 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 that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's own usage of any facilities, equipment and personnel shall have priority over the usage 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 DNDU may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired. Insofar as participation of the other Party is involved, NASA and DNDU 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, airfield operations (including directions from NASA's Aviation Management Office), export control and environmental laws and regulations. Access by DNDU 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 briefing, 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 DNDU. Any modification that creates an additional commitment of NASA resources must be stated 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 DNDU or NASA without the express written consent of the officials executing this Agreement.

[Remainder of page intentionally blank]

11. Management Points of Contact

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

NASA	DNDO
Name: Roy A. Williams	Name: Daylin Vaughan
Title: Chief, Aviation Management Office	Title: Program Analyst
Email: roy.a.williams@nasa.gov	Email: Daylin.Vaughan@dhs.gov
Telephone: (650) 604-5056	Telephone: (202) 254-7404
Fax: (650) 604-3444	Fax: (202) 254-7747
Address: NASA Ames Research Center Mail Stop 158-1 Moffett Field, CA 94035-1000	Address: 245 Murray Lane, SW Blg. 410 Washington, DC 20528

12. Dispute Resolution

Except as otherwise provided in the article entitled "Priority of Law" 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 "Management Points of Contact." The persons identified as the "Management Points of Contact" for NASA and DNDO 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 signing officials, 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 provisions of the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2007-03, Section VII (Resolving Intragovernmental Disputes and Differences).

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, or one (1) year from the date of the last signature, whichever comes first. Unless either party elects to terminate this Agreement in accordance with section 14, 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.

II. 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, DNDIC will be obligated to reimburse NASA for all costs for which DNDIC 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 DNDIC terminates this Agreement, NASA is authorized to collect costs incurred prior to termination, plus any termination costs, up to the total payment amount provided for under this Agreement.

Approved and authorized on behalf of each Party by:


NASA

DNDIC


NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION, Ames Research Center

U.S. DEPARTMENT OF HOMELAND
SECURITY, Domestic Nuclear Detection
Office

By


Deborah L. Fore
Director, Center Operations

By


Tracy C. Mitty
Contracting Officer in Charge/DNDIC

Dated: April 2010

Dated: April 2010

EXHIBIT A

Plans Outlining the Facility



B-7(c)(CF)