

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND SOUTHWEST RESEARCH INSTITUTE
FOR FRACTURE ANALYSIS CAPABILITIES FOR THE NASGRO SOFTWARE
PROGRAM.

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 Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA" or "NASA JSC") and SOUTHWEST RESEARCH INSTITUTE located at 6220 Culebra Road, San Antonio, TX 78238 (hereinafter referred to as "Partner"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA and Partner wish to continue to collaborate on the commercialization of the NASGRO® software program and its related computer code ("NASGRO"). Previously known as NASA/FLAGRO, NASGRO was first developed in the 1980's for fracture control analysis of NASA space hardware. Additional funding from the Interagency Working Group (IWG) consisting of NASA, the Federal Aviation Agency (FAA), and the United States Air Force (USAF) in the 1990's supported substantial improvements for broader applications to aircraft structures. The increasing interest in NASGRO among many industrial users motivated NASA to develop a new partnership with non-governmental industrial collaborators.

In 2000, NASA and Partner entered into a Space Act Agreement (SAA) under which Partner formed and operated a consortium of industrial users of NASGRO ("Consortium") to provide guidance and support for future development of NASGRO. This formal relationship has continued through a number of successive SAAs as a testament to the vast benefits gained by both NASA and industry. Many industry members have adopted NASGRO to replace their in-house analysis tools due to the technology developed and incorporated into NASGRO. NASGRO has allowed NASA hardware providers to extend the limits of hardware performance, which has enabled programs such as Commercial Cargo and Crew to reduce costs and provide reliable access to Low Earth Orbit.

Continually evolving material and design capabilities are challenging to analyze with current modelling capability in NASGRO. For example, new material alloy performance, interaction between mechanical and thermal loading, and new load and geometry configurations stemming from state-of-the-art hardware development must all be understood and modelled analytically to be of use to NASA, its partners, and the

aerospace industry. Accordingly, this Agreement seeks to continue the efforts of NASA and Partner to continue technical development of NASGRO to meet these challenges.

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Assist in the development of new capabilities for NASGRO software program by establishing a team of employees from NASA and/or its Related Entities for its joint development;
2. Participate in periodic meetings of the Consortium;
3. Cooperate with Partner on identifying areas where the capabilities of NASGRO needs improvement and suggest technical approaches that might have the greatest potential of success;
4. Offer NASA facilities, on a non-reimbursable basis, for testing of materials related to the further development of NASGRO, provided such testing is deemed of interest to NASA. If it becomes necessary for NASA to be reimbursed for testing of materials outside its area of interest or usage, a separate reimbursable agreement will be negotiated.
5. Advise Partner of demonstrations of NASGRO's capabilities and other activities (for example, materials testing) that NASA may be planning in areas of mutual interest.
6. Limit access to and control distribution of both the NASGRO executable code and NASGRO source code for the most recent version of NASGRO (currently being offered commercially to the public as NASGRO Version 10.1) in accordance with the terms provided in the Article entitled "Intellectual Property Rights – Data Rights."

Partner will use reasonable efforts to:

1. Organize, manage and operate the Consortium. This activity involves:
 - a. Managing the financial and legal functions of the Consortium, including distribution of Consortium funds to those organizations performing different Consortium functions such as code development, user support, etc;
 - b. Promoting dialogue between users and the NASGRO development team;
 - c. Facilitating identification, prioritization, and development of new NASGRO capabilities;
 - d. Organizing and/or supporting periodic meetings of the Consortium;

e. Serve as a lead to ensure that the voices of the Consortium participants are heard by the NASGRO development team by designating a Partner employee to serve as a Partner Consortium Manager. The Partner Consortium Manager will identify needs of the Consortium participants and prioritize such needs with the overall development plan of the NASGRO software and program. The selection and scheduling of new NASGRO capabilities will seek to accomplish the benefit of all Consortium participants, the public, and commercial interests.

f. Periodically organizing short educational courses on NASGRO for Consortium participants, NASA users, and other licensees;

g. Assisting in the development of new NASGRO capabilities. The Consortium Manager will supplement development efforts performed by the NASA team by performing or managing additional NASGRO development and software implementation tasks in technical areas where the Partner Consortium Manager is capable of providing specialized expertise;

h. Promoting wider use of NASGRO among industry members with structural integrity needs and a broader Consortium participation;

i. Distributing NASGRO to Consortium participants;

j. Licensing NASGRO for a fee to individuals or organizations that are not Consortium participants, or to commercial software companies that desire to integrate NASGRO into their own software products.

2. Cooperate with NASA on areas where the NASGRO capabilities need to be improved and suggest technical approaches that might have the greatest potential of successful implementation and benefit to the user community.

3. Cooperate with NASA in the identification and assessment of related technologies viewed as being of benefit to NASA and the industry user community.

4. Cooperate with NASA in demonstrations, testing of materials, and other activities that NASA may be planning in areas of mutual interest related to NASGRO. Partner and/or the Consortium participants will supply any test specimens of interest at their own cost.

5. Incorporate any enhanced, improved, or extended version of NASGRO, currently being offered commercially to the public as NASGRO Version 10.1, which is first produced under this Agreement, into such existing commercial computer software product line, and prevent such software from being suppressed or abandoned.

ARTICLE 4. SCHEDULE AND MILESTONES

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

1. Parties will jointly develop a detailed project plan for the responsibilities of the Agreement outlining the identified needed improvements in crack case solutions, material modelling, and code architecture. This document will be adjusted periodically during Term of the Agreement

Within 30 days of agreement execution and as needed over the Term of the Agreement

2. Partner Production releases of NASGRO software program:
Annual releases including version 10.2 in 2023 and further annual releases during the Term of the Agreement

Annually

NOTE: Production releases can be preceded as needed by alpha and beta evaluation versions in the period leading up to each production release. It is acknowledged by the Parties that external factors beyond the control of the Parties may adversely affect this set of milestones and associated schedule.

3. NASGRO Consortium Annual Status Meetings between NASA, Partner, and Consortium participants.

Annually, generally in May or June, or as directed by participants of the Consortium.

4. Partner will conduct NASGRO training courses and provide user support.

Annually or as requested by the user community.

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. NON-EXCLUSIVITY

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 a Space Act Agreement, 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. 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, 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 to be 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 that Partner gives, or is required to give, to 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].

11. 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. In the event such Data pertains to source code or executable code for the existing commercial computer software product line of NASGRO, NASA will use reasonable efforts to limit distribution of such software only to third parties for use by or on behalf of the U.S. Government for research, development, experimental, investigative, or evaluation purposes, provided that Partner incorporates such code into the existing NASGRO commercial computer software product line and that Partner prevents such software from being suppressed or abandoned.

C. Data First Produced by NASA under this Agreement

1. 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 (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 (subject to the limitations set forth in paragraph C.2.). 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. In the event such Data pertains to the development of new source or executable code for the existing commercial computer software product line of NASGRO, NASA will use reasonable efforts to limit distribution of such software, during the aforesaid restricted period, only to third parties for use by or on behalf to the U.S. Government for research, development, experimental, investigative, or evaluation purposes, provided that Partner incorporates such code into the existing NASGRO commercial computer software product line and that Partner prevents such software from being suppressed or abandoned.

2. Additionally, should NASA and Partner agree that any such marked Data first produced by NASA under this Agreement is based on and directly discloses Partner's Background Data then, upon request, NASA will use reasonable efforts to protect such marked Data and, to the extent permitted by law, such marked Data may be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

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 for 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 a reasonable time (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 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

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

1. NASA may provide export controlled technical data to Partner only upon obtaining proper U.S. Government authorization and any required export license(s) in compliance with the export laws and regulations of the United States.

2. If NASA provides export controlled technical data to Partner, Partner may provide the export controlled technical data to its employees who need it to perform Partner's responsibilities under this Agreement.

3. Whether or not marked, Partner shall not, without proper U.S. Government authorization, provide any export controlled technical data provided to Partner under this Agreement to any foreign persons other than its employees under paragraph G.2. above, or transmit such export controlled technical data outside the United States.

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 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:

[Insert name and NASA Case number of the software; if none, insert "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 and gives it to NASA within ten (10) calendar days after disclosure.

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

- A. "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.
- B. 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.
- C. 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. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 12. 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 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 13. 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 sixty (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 14. 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 15. 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 16. 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, 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. 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. Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.
4. 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. 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. 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. Partner will ensure that the provisions of this Article apply to its Related Entities.

ARTICLE 17. 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 18. RIGHT TO TERMINATE

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

ARTICLE 19. 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 20. 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

<u>NASA Lyndon B. Johnson Space Center</u> Elonsio (Eli) M. Rayos Assistant Division Chief for JSC Structures Engineering Division Mail Stop: ES1 2101 NASA Parkway Houston, Texas 77058 Phone: 281-483-5788 Fax: 281-244-5918 elonsio.m.rayos@nasa.gov	<u>SOUTHWEST RESEARCH INSTITUTE</u> Dr. Ben H. Thacker Vice President, Mechanical Engineering Division 6220 Culebra Road San Antonio, TX 78238 Phone: 210-522-3896 ben.thacker@swri.org
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Technical Points of Contact

<u>NASA Lyndon B. Johnson Space Center</u> Joachim Beek AST, Structural Mechanics Mail Suite: ES4 2101 NASA Parkway Houston, Texas 77058 Phone: 281-483-5729 joachim.m.beek@nasa.gov	<u>SOUTHWEST RESEARCH INSTITUTE</u> Dr. James C. Sobotka Lead Engineer, Computational Materials Integrity 6220 Culebra Road San Antonio, TX 78238 Phone: 210-522-6417 james.sobotka@swri.org
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ARTICLE 21. 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 22. MODIFICATIONS

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

ARTICLE 23. 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 24. 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 25. 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 26. LOAN OF GOVERNMENT PROPERTY

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

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
LYNDON B. JOHNSON SPACE
CENTER

SOUTHWEST RESEARCH
INSTITUTE

BY: _____
Julie Kramer White
Director, Engineering

BY: 
Walter D. Downing
Executive Vice President

DATE: _____

DATE: 11/21/2023