

REIMBURSABLE SPACE ACT UMBRELLA AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
WOODSIDE ENERGY TECHNOLOGIES PTY LTD
FOR
RESEARCH IN ANTHROPOMORPHIC ROBOTIC TECHNOLOGY USING NASA’S
VALKYRIE HUMANOID ROBOT

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, located at 300 E Street SW, Washington DC 20024-3210 (hereinafter referred to as “NASA”) and Woodside Energy Technologies Pty LTD located at 1 Mount Street, Perth, Western Australia 6000 (hereinafter referred to as “Woodside”). NASA and Woodside may be individually referred to as a “Party” and collectively referred to as the “Parties.”

ARTICLE 2: PURPOSE AND IMPLEMENTATION

This Umbrella Agreement (hereinafter referred to as the “Agreement” or “Umbrella Agreement”) shall be for follow-on work to the previous agreement (Reimbursable Space Act Umbrella Agreement between The National Aeronautics and Space Administration and Woodside Energy Technologies PTY LTD Regarding Anthropomorphic Robotic Systems, dated December 14, 2016) and its subsequent 4 annexes. Efforts under this Umbrella Agreement will continue to accelerate the maturation of robotic technology beyond the current state-of-the-art to address operational requirements for both organizations consistent with NASA’s mission, but will not include joint technology development. Woodside will fund the development and delivery of a new humanoid robot and associated control software for higher technology readiness level (TRL) testing and research at Woodside. This Umbrella Agreement establishes the parameters for NASA’s support to Woodside related to the advancement of remote robotic technologies and related systems.

Through this collaboration Woodside will have access to Valkyrie, NASA’s humanoid robot technology and related remote manipulation software, to further its research in semi-autonomous robotics and remote facility maintenance and operations. This technology, as it matures, has the potential to improve the efficiency of Woodside’s offshore and remote operations while also increasing safety for both its personnel and the environment. The expanded use of robotics in the future could improve reliability and safety across Woodside’s global operations, including those of subsidiary Woodside Energy (USA), Inc., which operates in and around U.S. waters in the Gulf of Mexico. NASA’s technical involvement would thus serve to reduce the inherent risk

to human life associated with offshore operations and protect against environmental damage both domestically and internationally. Woodside intends to share back with NASA and/or open source the additional technology it develops using hardware and software under this agreement.

This Umbrella Agreement enables NASA to work from Woodside's offices, but does not permit access to Woodside Affiliate's (as defined below for purposes of this Agreement in Article 3) operational sites on or offshore without a specific access agreement being put in place for this purpose.

The Parties may execute annexes (each an "Annex") under this Umbrella Agreement consistent with the purpose and terms of this Umbrella Agreement. This Umbrella Agreement shall govern all Annexes executed hereunder; no Annex shall amend this Umbrella Agreement. Each Annex shall detail the specific purpose of the proposed activity, responsibilities, schedule, and milestones, and any personnel, property or facilities to be utilized under the task. This Umbrella Agreement takes precedence over any Annexes. In the event of a conflict between the Umbrella Agreement and any Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella Agreement is controlling. The Parties intend to execute one (1) Annex concurrently with this Umbrella Agreement.

ARTICLE 3: DEFINITIONS

A. The term "Related Entity" means:

1. A contractor, subcontractor, Affiliate, user, or customer of a Party at any tier;
2. A contractor or subcontractor of a user or customer of a Party at any tier;
3. A grantee or any other cooperating entity or investigator of a Party at any tier;
4. A contractor or subcontractor of a grantee or any other cooperating entity or investigator of a Party at any tier; or
5. A State, or agency or institution of a State, where such State, agency, or institution is an entity described above or is otherwise involved in the activities undertaken pursuant to this Agreement.

"Contractors" and "subcontractors" include suppliers of any kind.

B. The term "Contributing Entity" means a contractor, subcontractor, grantee, Affiliate, or other entity having a legal relationship with Party or Affiliate that is assigned, tasked, or contracted to perform activities under this Agreement.

C. The term "Affiliate" means a business in which (a) Woodside owns directly or indirectly 50% or more of the equity; (b) which owns directly or indirectly 50% or more of the equity of Woodside; or (c) of which 50% or more of the equity is owned by a common parent company.

ARTICLE 4: RESPONSIBILITIES

- A. NASA shall use reasonable efforts to:
1. Provide support of projects undertaken in any Annex;
 2. Provide internal coordination of approvals for Annexes; and
 3. Provide a single point of contact for Annex development and operations.
- B. Woodside shall use reasonable efforts to:
1. Provide support of projects undertaken in any Annex;
 2. Provide internal coordination of approvals for Annexes;
 3. Provide a single point of contact for Annex development and operations; and
 4. Reimburse NASA in accordance with the terms of this Agreement.

ARTICLE 5: SCHEDULE AND MILESTONES

The Parties intend to execute one (1) Annex concurrently with this Umbrella Agreement. The initial Annex and any subsequent Annexes shall be performed on the schedule provided in, and in accordance with the milestones set forth in, each respective Annex.

ARTICLE 6: FINANCIAL OBLIGATIONS

A. Woodside agrees to reimburse NASA as set forth in each Annex for NASA to carry out its responsibilities under this Agreement. Woodside shall make payment in advance of initiation of NASA's efforts on behalf of Woodside. Advance payments shall be scheduled to ensure that funds are resident with NASA before Federal obligations are incurred in support of work on behalf of Woodside.

B. Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (*choose one form of payment*): (1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System; (2) pay.gov at www.nssc.nasa.gov/customerservice (select "Pay NASA" from the Quick Links to the left of the page); or (3) check. A check should be payable to NASA and sent to: NASA Shared Services Center; FMD – Accounts Receivable; For the Accounts of: _____ [*At the time of payment, please indicate which NASA Center for the Umbrella Agreement or annex, as appropriate*]; Bldg 1111, C Road; Stennis Space Center, MS 39529. Note that Annexes may originate from different Centers. Each payment shall be properly identified by Center. Payment by electronic transfer [#1 or #2, above], is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.

C. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 7: 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, Woodside 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 Parties, NASA, in its sole discretion, shall determine the priority as between those Parties. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 8: 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 9: LIABILITY AND RISK OF LOSS

A. Woodside hereby waives any claims against NASA, its employees, its Related Entities and employees of NASA's Related Entities for any injury to, or death of, Woodside employees or the employees of Woodside's Related Entities, or for damage to, or loss of, Woodside'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. Woodside further agrees to extend this unilateral waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against NASA, its Related Entities, and employees of NASA and employees of NASA's Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 10: PRODUCT LIABILITY

In the event the U.S. Government incurs any liability based upon Woodside's, or Woodside's Related Entity's use or commercialization of products or processes resulting from a Party's participation under this Agreement, Woodside 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: INSURANCE

A. Woodside shall, at no cost to NASA, maintain throughout the term of the Agreement, insurance covering loss of or damage to U.S. Government property as a result of any activities conducted under this Agreement. The policy must be on terms acceptable to NASA, and cover the cost of repair or replacement, or the fair market value of (as reasonably determined by NASA) any U.S. Government property (real or personal) damaged as a result of activities conducted under this Agreement, including performance by the U.S. Government or the U.S. Government's contractors or subcontractors, at any tier.

B. Woodside shall, prior to conducting any activities under this agreement, furnish to NASA certificates of insurance including material policy exclusions and waivers of subrogation evidencing such insurance. Said certificates shall state the amount of all deductibles and shall contain evidence that the policy or policies shall not be canceled or altered without at least thirty (30) calendar days prior written notice to NASA. It is understood and agreed that NASA shall be under no obligation to provide access to its facilities or equipment under this Agreement until the insurance required by this section has been obtained by Woodside and accepted by NASA.

C. In the event U.S. Government property is damaged as a result of activities conducted under this agreement, Woodside (as an insured loss payee) shall be solely responsible for the repair and restoration of such property subject to NASA direction. Woodside's liability for such repair and restoration shall not exceed the agreed insurance policy limits.

ARTICLE 12: INTELLECTUAL PROPERTY RIGHTS – DATA RIGHTS

A. General

1. "Data" means recorded information, regardless of form, media on which it is recorded, or the method of recording.
2. "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.
3. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
4. 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.
5. The Parties shall not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.

6. 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.
7. The Data rights herein apply to the employees and Contributing Entities of Woodside. Woodside shall ensure that its employees and Contributing Entity employees know about and are bound by the obligations under this Article.
8. 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 Woodside gives, or is required to give, the U.S. Government without restriction.
9. Woodside may use the following or a similar restrictive:

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*].

10. Woodside 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 Woodside Under this Agreement

If Data first produced by Woodside or its Contributing Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA shall use reasonable efforts to protect it. The Data shall be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA under this Agreement

If Woodside requests that Data first produced by NASA or its Contributing Entities under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Woodside, NASA shall mark it with a restrictive notice and use reasonable efforts to protect it for one (1) year after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Woodside 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 shall 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 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 reproduce, distributed, and used to prepare derivative works for any purpose.

G. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Woodside (as Disclosing Party) may provide the other Party or its Contributing 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, shall be identified in a separate document.
 - b. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, shall be identified in a separate document.
 - c. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, shall be identified in a separate document.

d. Notwithstanding G.4., NASA software and related Data shall be provided to Woodside under a separate Software Usage Agreement (SUA). Woodside shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Woodside enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs.

4. For such Data identified with a restrictive notice pursuant to G.2., 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 Contributing 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 Contributing Entity with access about their obligations under this Article; and
- f. Dispose of such Data as Disclosing Party directs.

H. Oral and visual information

If Woodside discloses Proprietary Data orally or visually, NASA shall have no duty to restrict, or liability for disclosure or use, unless Woodside:

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 13: TRANSFER OF GOODS AND TECHNICAL DATA

- A. The Parties are obligated to transfer only those goods and technical data (including software) necessary to fulfill their respective responsibilities under this Agreement, in accordance with the provisions in this Article, notwithstanding any other provisions of this Agreement.
- B. All activities under this Agreement shall be carried out in accordance with the Parties' national laws and regulations, including those laws and regulations pertaining to export control.
- C. The transfer of technical data for the purpose of discharging the Parties' responsibilities with regard to interface, integration, and safety shall normally be made without restriction, except as required by the provisions of this Article.
- D. All transfers of goods and proprietary or export-controlled technical data are subject to the following provisions.
 1. In the event a Party or its Related Entity finds it necessary to transfer such goods or data, for which protection is to be maintained, such goods shall be specifically identified and such data shall be marked.
 2. The identification for such goods and the marking on such data shall indicate that the goods and data shall be used by the receiving Party and its Related Entities only for the purposes of fulfilling the receiving Party's or Related Entities' responsibilities under this Agreement, and that such goods and data shall not be

disclosed or retransferred to any other entity without the prior written permission of the furnishing Party.

3. The receiving Party and its Related Entities shall abide by the terms of the notice and protect any such goods and data from unauthorized use and disclosure.
 4. The Parties to this Agreement shall cause their Related Entities to be bound by the provisions of this Article through contractual mechanisms or equivalent measures.
- E. All goods and marked proprietary or export-controlled technical data exchanged in the performance of this Agreement shall be used by the receiving Party or Related Entity exclusively for the purposes of the Agreement. Upon completion of the activities under this Agreement, the receiving Party or Related Entity shall return or otherwise dispose of all goods and marked proprietary or export-controlled technical data provided under this Agreement, as directed by the furnishing Party or its Related Entity.

ARTICLE 14: 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. The invention and patent rights herein apply to employees and Contributing Entities of Woodside. Woodside shall ensure that its employees and Contributing Entity employees know about and are bound by the obligations under this Article.

B. NASA Inventions

NASA shall use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA shall use reasonable efforts to grant Woodside, 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 Contributing Entity Inventions

NASA shall use reasonable efforts to report inventions made under this Agreement by its Contributing Entity employees, or jointly between NASA and Contributing Entity employees, where NASA has the right to acquire title. Upon request, NASA shall use reasonable efforts to grant Woodside, 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 Woodside

The Parties shall use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Woodside employees, and employees of

either Party's Contributing 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 Woodside's commercial business; or
2. use reasonable efforts to grant Woodside, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

E. Rights to be Reserved in Woodside's License

Any license granted Woodside 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 Contributing Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Contributing Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.
2. Woodside shall include the following in patent applications for an invention made jointly between NASA employees, its Contributing Entity employees and Woodside 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.

**ARTICLE 15: PATENT AND COPYRIGHT USE –
AUTHORIZATION, CONSENT, AND INDEMNIFICATION**

To avoid interruption of this Agreement, NASA gives the U.S. Government's authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture of any

invention or work covered by a U.S. patent or copyright in the performance of Woodside's responsibilities under this Agreement, including performance by any Contributing Entity.

If the U.S. Government incurs liability for the infringement of privately-owned U.S. patents or copyrights as a result of performance by Woodside or its Related Entity under this Agreement, Woodside shall indemnify and hold the U.S. Government harmless against such liability, including costs and expenses of defending against any suit or claim for the infringements.

ARTICLE 16: USE OF NASA NAME AND EMBLEMS

A. NASA Name and Initials

Woodside 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, Woodside 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") and the NASA Associate Administrator for the Office of International and Interagency Relations or designee ("NASA OIIR") 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. Woodside must submit any proposed use of the emblems to NASA Communications and NASA OIIR for review and approval.

ARTICLE 17: RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Woodside may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired. Woodside shall provide NASA OIIR with a copy of any release regarding this collaboration, in advance of release.

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 shall be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 18: 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 shall accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above shall 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 19: 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. Woodside agrees that nothing in this Agreement shall be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Woodside resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 20: 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 Woodside to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties shall 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, Woodside 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. Woodside 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 shall have access to export-controlled technical data or software.

3. Woodside shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. Woodside shall be responsible for ensuring that the provisions of this Article apply to its Contributing Entities.

C. With respect to suspension and debarment requirements:

1. Woodside hereby certifies, to the best of its knowledge and belief, that it and its Related Entities have 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. Woodside must at all times comply with its Corporate Code of Conduct and Anti-Bribery and Corruption Policy. Woodside must procure each subcontractor to do the same.

ARTICLE 21: POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement. Annexes may designate Points of Contact for purposes of the Annex activities.

Management and Technical Points of Contact:

NASA

Kimberly Hambuchen
Chief, Robotic Systems Technology Branch
Mail Stop: ER4
2101 NASA Parkway
Houston, Texas 77058
Phone: +1-281-483-7915
Email: kimberly.a.hambuchen@nasa.gov

Woodside

Lauren Stafford
Innovation Manager, Robotics
11 Mount St
Perth WA 6000, Australia
Phone: +61 432 712 146
Email: lauren.stafford@woodside.com.au

ARTICLE 22: CONSULTATION AND DISPUTE RESOLUTION

The Parties agree to consult promptly with each other on all issues involving interpretation, implementation, or performance of this Agreement. Such issues shall first be referred to the appropriate points of contact named above for the Parties. If they are unable to come to agreement, then the dispute shall be referred to the signatories or their designated representatives for joint resolution. Any dispute that cannot be resolved at this level shall be referred to the

Associate Administrator for International and Interagency Relations for NASA and the Chief Executive Officer and Managing Director of Woodside Petroleum Ltd for Woodside, or their designees.

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, Woodside agrees to comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping."

ARTICLE 24: ASSIGNMENT

Neither this Agreement nor any interest arising under it shall be assigned by Woodside 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 25: 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 26: 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 27: LOAN OF GOVERNMENT EQUIPMENT

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

ARTICLE 28: FINAL PROVISIONS

- A. This Agreement shall enter into force upon signature by the Parties.
- B. This Agreement shall remain in force for 5 years.
- C. The Parties may amend this Agreement in writing.

- D. Either Party may terminate this Agreement at any time by giving the other Party at least 6 months' written notice of its intent to terminate. In the event of termination, the terminating Party shall endeavor to minimize any negative impact of such termination on the other Party.
- E. Notwithstanding termination or expiration of this Agreement, the rights and obligations under Article 9 (Liability and Risk of Loss), Article 12 (Intellectual Property Rights – Data Rights), Article 13 (Transfer of Goods and Technical Data), Article 14 (Intellectual Property Rights – Invention and Patent Rights), Article 17 (Release of General Information to the Public and Media), and Article 22 (Consultation and Dispute Resolution) shall continue to apply, unless otherwise agreed by the Parties.

ARTICLE 29: SIGNATORY AUTHORITY

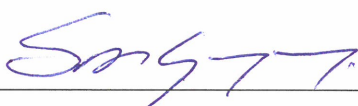
The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

FOR THE NATIONAL AERONAUTICS
AND SPACE ADMINISTRATION

FOR WOODSIDE ENERGY
TECHNOLOGIES PTY LTD

Digitally signed
by KENT BRESS
Date: 2022.07.20
12:34:45 -04'00'

BY: _____

BY:  _____

Kent Bress
Director, Aeronautics and Cross-
Agency Support Division
Office of International
and Interagency Relations

Shaun Gregory
Executive Vice President, New Energy and
Authorized Signatory for Woodside
Energy Technologies Pty Ltd

DATE: 20 July 2022

DATE: 25 JULY 2022