MEMORANDUM OF UNDERSTANDING

between

The DEPARTMENT OF THE AIR FORCE

and

The NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

Concerning

A PARTNERSHIP TO ACHIEVE GOALS IN AERONAUTICS RESEARCH

I. PURPOSE

This Memorandum of Understanding (MOU) defines a partnership between the Department of the Air Force (DAF) and the National Aeronautics and Space Administration (NASA), hereinafter known as "the Parties," to facilitate the coordination of research efforts between the two organizations in the area of aeronautics. This partnership builds upon and expands the longstanding relationship between the Parties and is intended to ensure the free exchange of research information, to reduce duplication of research, and to assist with the long term planning of each organization's aeronautics research roadmap. As part of this partnership, the senior management in aeronautics from the Parties will work closely to monitor collaborative activities between the two organizations.

II. BACKGROUND

Recognizing that expanded cooperation between the Parties in the area of aeronautics research is in the best interests of both organizations, the Secretary of the Air Force and the NASA Administrator have committed to a close partnership in the pursuit of complementary goals in aeronautics research. These research areas include advanced aircraft design, advanced propulsion development, advanced development, and advanced aviation safety technologies.

The aeronautics research conducted by NASA focuses on the development of technology advances that are anticipated to be instrumental to the future aeronautics success for the Nation. This research ranges from foundational research in core competencies to system-level technologies and competencies. The aeronautics research conducted by the DAF focuses on the development of technologies that can be directly applied to the design and development of advanced military aircraft used for the protection of the Nation.

Although NASA does not conduct research based on military aviation requirements, some of the research conducted by NASA can directly benefit the DAF and should be made available to the DAF for their use. And although the DAF does not conduct research based on civilian aviation requirements, some research conducted by the DAF can directly benefit NASA and should be made available to NASA for its use if permissible by law. The missions of NASA and the DAF are independent, but their common research goals in aeronautics dictate a close research partnership that benefits both Parties.

III. OBJECTIVES

The DAF and NASA agree to cooperate and collaborate, in the best interest of the Nation, in all relevant areas of aeronautics research. Under this MOU, both Parties agree to:

- Include the other Party in their major program reviews related to aeronautics research.
- Work with the other Party to develop research strategies to avoid duplication of research efforts.
- Share research data when security guidelines permit.
- Assist the other Party as needed in program peer reviews and program/proposal evaluations.

Executive direction and oversight will be provided through the process outlined in Section IV below.

IV. DAF/NASA EXECUTIVE RESEARCH COMMITTEE

The DAF/NASA Executive Research Committee shall be responsible for the executive direction and oversight of the DAF and NASA joint aeronautics research and development efforts. The NASA Administrator and the Secretary of the Air Force shall select individuals to co-chair this committee. Those individuals shall subsequently select members of the committee from their respective organizations. It will:

A. Foster an effective DAF/NASA partnership in research, development, and applications.

B. Ensure that DAF and NASA planning and resources to achieve the objectives are coordinated, when appropriate.

C. Monitor progress toward the goals and propose adjustments in the organizations' roadmaps, plans, and resources, as necessary.

D. Propose changes to goals and plans based on changing stakeholder and customer requirements.

The necessary implementing executive actions to carry into effect an agreement of the committee will be taken by individual members under the authority vested in them by their respective organization. Actions of the committee are intended to support, not supplant, existing strategic planning activities in each organization.

V. POINTS OF CONTACT

Each Party will designate a senior single point of contact (POC) that will have responsibility and authority to coordinate and execute the provisions of this MOU. POCs will serve as liaisons and have full authority to coordinate with their counterparts to ensure successful execution of this MOU.

VI. FUNDING

A. Each organization shall fund its own participation in this MOU, and each organization's participation shall be subject to the availability of appropriated funds. No provision of this MOU shall be construed to require provision of resources in violation of the Anti-Deficiency Act, 31 U.S.C. 1341 *et seq.* or any other applicable statute or regulation.

B. Each Party agrees to assume liability for its own risks associated with activities undertaken in this MOU.

VII. AUTHORITY AND APPLICABLE LAW

A. Nothing in this MOU alters the statutory authorities of NASA or the DAF. This MOU is intended to facilitate cooperative efforts of the Parties in the area of aeronautics research.

B. This MOU is entered into on behalf of NASA under authority of Sections 203 (c)(5) and (c)(6) of the National Aeronautics and Space Act of 1958, as amended, 42 U.S.C. 2473(c)(5) and (c)(6).

VIII. USE AND RELEASE OF TECHNICAL DATA, PROTECTION, AND SECURITY OF INFORMATION

A. It is the intent of the Parties that the information and data exchanged in furtherance of the activities under this MOU will be exchanged without Federal-use restrictions unless required by national security regulations or otherwise agreed to by the Parties for specifically identified information or data.

B. The Parties agree that they will take appropriate measures to protect proprietary, privileged, classified, or otherwise confidential information that may come into their possession as a result of this MOU.

C. Release of information associated with joint activities carried out under this MOU will appropriately recognize each Party and will be coordinated between the Parties in advance of the release.

IX. INTELLECTUAL PROPERTY

Unless otherwise agreed by the Parties, custody and administration of inventions made as a consequence of, or in direct relation to, the performance of activities under this MOU will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties or an employee of a Party's contractor, the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

X. MODIFICATIONS

This MOU may be modified upon the mutual written consent of both Parties. Modifications must be signed by the original signatories to the MOU, or their designees or successors. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this MOU.

XI. TERMINATION

Either Party may terminate this MOU at any time, with or without cause and without incurring any liability or obligation to the terminated Party, by giving the other Party at least 60 days prior written notice of termination.

XII. PERIOD OF PERFORMANCE

This MOU shall be effective when signed by the authorized representatives of both organizations. It shall remain in effect unless modified or terminated upon written request of either Party.

XIII. EXECUTION

In consideration of the foregoing, the undersigned hereby execute this MOU.

AGREED:

The Department of the Air Force

BY: Michael W. Wynne

TITLE: Secretary of the Air Force

DATE: 7 Aug 2006

The National Aeronautics and Space Administration

BY: Michael D. Griffin

TITLE: NASA Administrator

DATE: 7 Aug 2006