

MEMORANDUM OF AGREEMENT

BETWEEN

FEDERAL AVIATION ADMINISTRATION (FAA)

AND

PORT OF SEATTLE (POS)

CONCERNING FOREIGN OBJECT DEBRIS DETECTION SYSTEMS

ARTICLE I. PARTIES

The parties to this Agreement are the Federal Aviation Administration (FAA) William J. Hughes Technical Center Airport Technology R&D Branch, ANG-E260, Atlantic City, NJ and the Port of Seattle (POS), who owns and operates the Seattle-Tacoma International Airport (POS). The Parties may fulfill their obligations hereunder by using support contractors, consultants and/or other commercial entities under contract to the respective Parties to provide research, development and implementation of the subject Foreign Object Debris (“FOD”) detection systems.

ARTICLE 2. SCOPE

a. Purpose:

The purpose of this Agreement between FAA and POS is to establish a mechanism for studying, researching, and evaluating advanced concepts and technologies in support of the U.S. National Air Transportation System with emphasis on operational safety at airports, and in particular mitigating the risks to aircraft and personnel from FOD hazards:

b. Specific goals and objectives to be accomplished:

1. Establish a suitable agreement that accommodates mutual interests of the parties for the advancement of airport operational safety;
2. Cooperate in the evaluation work including data collection and analysis that enables the FAA to quantify the safety benefits of utilizing FOD Detection Systems in airport environments.

c. Management of the project:

FAA and POS will assign points of contact responsible for managing the elements of the project scope attributable to the respective party.

POS will serve as the host of the existing FOD Detection System.

d. Roles and responsibilities:

Parties are bound by a duty of good faith and best effort in achieving the goals of the Agreement.

POS will establish a project point of contact with whom coordinated and periodic communication can be conducted throughout the duration of the project.

POS will furnish escorted access to the runway site during prearranged site visits from the FAA project team.

POS will collect data related to identified FOD items on both RWY 16C-34C and at least one other runway surveilled by non-FOD detection system management practices per Advisory Circular (AC) 150/5210-24. "Chapter 6- Data Collection and Analysis."

POS will provide data regarding the costs associated with the installation, maintenance, and operation of the FOD Detection System. This data will be used to create a cost benefit analysis for FOD Detection Systems.

POS will provide access to the Airport's Database to the FAA in order to obtain the collected data.

FAA will receive, store and analyze the collected data

FAA will provide quarterly reports on the analysis of the data

FAA will share final report findings.

e. Type of Agreement:

This Agreement is an "other transaction". It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization.

ARTICLE 3. EFFECTIVE DATE and TERM

The effective date of this Agreement is the date on which it is signed by the FAA and POS, whichever is later. This Agreement will continue in effect for 18 months or until earlier terminated by the parties as provided herein.

ARTICLE 4. MILESTONES

The Parties will make all reasonable efforts to complete work according to the following milestones.

MILESTONE	COMPLETION DATE	RESPONSIBLE PARTY
Kick-off Meeting	Two weeks after agreement is executed	Both Parties
Data Collection	Periodically as required in <i>AC 150/5210-24 Section 6.1</i>	POS
Data Analysis	Ongoing as received	FAA
Interim performance assessments and evaluations	Quarterly	FAA

ARTICLE 5. REPORTING REQUIREMENTS

FAA and POS will meet quarterly on a date to be mutually agreed upon to discuss the operation of system, data collection activities and overall status of the FOD project.

ARTICLE 6. INTELLECTUAL PROPERTY

a. Rights in Data

The Government retains Government Purpose Rights in all data developed under this agreement for a five-year period, or such other period as may be negotiated. The five-year period, or such other period as may have been negotiated, shall commence upon execution of this agreement. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the Data.

"Data" means recorded information, regardless of form or the media on which it may be recorded, which includes but is not limited to, technical data, computer software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information. "Government Purpose Rights" means the rights to –

- (1) Use, modify, reproduce, release, perform, display, or disclose Data within the government without restriction; and,
- (2) Release or disclose Data outside the government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.

"Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement by or on behalf of the government but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

b. Rights in Inventions

The respective rights of the Government and the other parties to this agreement are the same as those found at [FAA 3.5-10 Patent Rights - Ownership by the Contractor](#)

ARTICLE 7. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(1) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary, and Chapter 39.34 of the Revised Code of Washington.

ARTICLE 8. POINTS OF CONTACT

FAA Contracting Officer

Karen Mercer
Federal Aviation Administration
William J. Hughes Technical Center
AAQ-610
Atlantic City International Airport
Atlantic City, NJ 08405
Phone: (609) 485-6747
Email: Karen.Mercer@faa.gov

Technical Lead

Jonathan Torres
Federal Aviation Administration
William J. Hughes Technical Center
Airport Technology R&D Branch, ANG-E260
Atlantic City, NJ 08405
Phone: (609) 485-6007
Email: Jonathan.Torres@faa.gov

Non-FAA Party

Mark Coates
Port of Seattle
Seattle-Tacoma International Airport
17801 International Blvd
Seattle, WA 98158
Phone: 206-787-6864
Email: coates.m@portseattle.org

Non-FAA Party Technical Lead

Robert Kikillus
Seattle-Tacoma International Airport
17801 International Blvd.

Seattle, WA 98158
Phone: 206-787-6626
Email: kikillus.r@portseattle.org

ARTICLE 9. FUNDING AND PAYMENT

a. There is no transfer of funding between the parties anticipated for this project. POS will provide in-kind contributions to include escorted access to the system, and data entry.

ARTICLE 10. CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by a FAA Contracting Officer and the POS. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 11. TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations.

ARTICLE 12. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of the Agreement, the inconsistency shall be resolved by giving preference in the following order:

- (a) The Agreement,
- (b) The Attachments.

ARTICLE 13. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" issued under 49 U.S.C 106 (1) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

ARTICLE 14. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties.

ARTICLE 15. WARRANTIES

Both parties make no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. INSURANCE

Each party must have full protection from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The parties assume no liability under this Agreement for any losses arising out of any action or inaction by the other party, their employees, or contractors, or any third party acting on their behalf. Each party agrees to hold the other party harmless against any claim by third persons for injury, death or property damage arising out of or in connection with its performance under this Agreement.

ARTICLE 17. LIMITATION OF LIABILITY

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of \$0 funding obligated under this Agreement at the time the dispute arises. In no event shall either party be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

AGREED:

Port of Seattle

Federal Aviation Administration Contracting Officer

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Federal Aviation Administration Technical Lead

BY: _____

TITLE: _____

DATE: _____