

MEMORANDUM OF UNDERSTANDING
BETWEEN
BATTELLE SAVANNAH RIVER ALLIANCE, LLC
As Managing and Operating Contractor For
SAVANNAH RIVER NATIONAL LABORATORY
AND
THE AUGUSTA REGIONAL AIRPORT
CONCERNING NEW AEROSPACE TECHNOLOGY SYSTEMS TEST SITE
PARTNERSHIP

This Memorandum of Understanding ("MOU") is between Battelle Savannah River Alliance, LLC ("BSRA"), located at Savannah River Site ("SRS"), Aiken, South Carolina 29808, under its Contract No. 89303321CEM000080 with the U.S. Department of Energy ("DOE"), as Managing and Operating Contractor of Savannah River National Laboratory ("SRNL"), and the Augusta Regional Airport ("AGS"). AGS and SRNL may individually be referred to as a "Party" or collectively as the "Parties".

Purpose

AGS and SRNL desire to strengthen their research and development capabilities and explore opportunities for collaboration. AGS is seeking to become a test center for the integration of new aerospace technologies, including Unmanned Aircraft Systems (UASs) and Advanced Air Mobility (AAM). Augusta will soon have a designated umbrella of airspace certified for testing UASs and AAM technologies. AGS is actively seeking partnerships with several agencies (e.g., SRNL, local universities, UAS vendors, Original Equipment Manufacturers (OEM)) in examining the future of novel aerospace technologies. AGS has asked SRNL and its UAS Program to become the Research and Development (R&D) arm of the test center. SRNL is the applied research and development laboratory for the DOE's Office of Environmental Management. Both Parties are known for their innovative, practical applications of strategies and technologies designed to address major issues affecting national and international environmental issues. In view of these common interests and objectives, the Parties desire to foster scientific and technical collaboration in areas of mutual interest by:

- Exchange study results and other relevant information pertaining to Unmanned Aircraft Systems (UASs) and aerospace technologies;
- Collaborate during joint scientific conferences, workshops or similar meetings;
- Participate in STEM and community outreach events supported by both organizations;
- Author joint publications and presentations; and

- Explore funding opportunities and joint utilization of facilities and airspace that benefit both organizations.

As these efforts develop and grow, the formation of alliances between the Parties, and their affiliated institutions will be evaluated to support important initiatives more broadly in the principal focus areas mentioned above. The Parties will negotiate separate written agreements containing mutually agreeable terms and conditions when collaborative opportunities are identified which will address, among other items, the specific object of cooperation, funding, and protection and allocation of any intellectual property shared or developed.

Areas of Cooperation

AGS and SRNL intend to participate jointly in proposal and research efforts that will mutually benefit the Parties. Collaboration will be encouraged on technical tasks that can assist AGS and SRNL in carrying out their respective missions. Proposals submitted to funding agencies for collaborative research projects should emphasize the complementary strengths of AGS and SRNL, including the leveraging of existing resources, expertise of technical staff and collective program management skills. The Parties will execute a formal agreement prior to initiating any cooperative research efforts.

Initial efforts will center on specific initiatives in the areas below:

- Unmanned Aircraft Systems (UASs) and Advanced Air Mobility (AAM) including electric Vertical Take Off & Landing (eVTOL) aircraft
- Development of the Test Center and collaborations with other agencies/vendors
- Community outreach events

Under this MOU, the Parties intend to notify each other of projects on which they can collaborate and provide each with the necessary information and support reasonably requested by the other Party to facilitate the purposes of the MOU.

Terms

The Parties agree that the following terms shall govern this MOU:

1. This MOU shall be effective upon signature by both Parties and shall remain in effect for a period of five (5) years, unless superseded by a more comprehensive agreement or terminated by the Parties. Either Party may terminate this MOU upon sixty (60) days written notice to the other party. In the event of termination, all on-going joint activities not completed as of the termination date may continue to their completion under the terms of this MOU unless specified otherwise by the Parties.
2. Each Party acknowledges that they are entering into this MOU in a spirit of cooperation. The Parties intend to pursue the goals and purposes of this MOU in good faith, subject to its terms and conditions.

3. The Parties agree that any work to be undertaken pursuant to this MOU will be the subject of additional specific agreements that are consistent with the terms and conditions of SRNL's contract with DOE and AGS's operating directives. The exchange of information will also be in accordance with the information protection requirements set forth in SRNL's contract with DOE and AGS's operating directives. The Parties acknowledge neither can undertake activities which are inconsistent with their individual contractual obligations.
4. The Parties acknowledge that during the course of this MOU they may wish to exchange information of a proprietary nature. The Parties agree that any such exchange of proprietary information shall be made under a separate written Non-Disclosure Agreement specific to the subject matter being discussed.
5. No work or funds are committed under this MOU. Any commitment of work or funds shall be made under a separate agreement following the contracting requirements of each Party.
6. Each Party shall bear all costs, risks and liabilities which may incur arising out of its obligations and efforts under this MOU. However, neither Party is obligated to undertake any activity hereunder.
7. In the event one Party publishes an article or report related to specific collaborative work, credit or co-authorship will be provided to all Parties. Each Party will be provided copies of proposed publications by the other Party at least thirty (30) days prior to submission for publication for review and comment. A Party may elect to not have their authorship credited.
8. Any news releases, public announcements, advertisements, or publicity to be released by either Party concerning this MOU, or any proposal or agreement resulting from this MOU shall be subject to prior written approval by the other Party.
9. The Parties agree to conduct activities contemplated by this MOU in accordance with applicable laws and regulations to which it is subject, including export control laws. Each Party acknowledges that it is responsible for its own compliance with all U.S. export laws and regulations. Neither Party will knowingly export, directly or indirectly, any export-controlled hardware, software, or technical data in the performance of this MOU without an appropriate review and license, if necessary.
10. It is understood and agreed that this MOU is entered into by SRNL; however, this MOU may be transferred from SRNL to DOE or a DOE designee without prior approval from AGS. SRNL will notify AGS as soon as practicable if a transfer of MOU authority from SRNL to another party is imminent.
11. Conflicts or issues that may arise which cannot be resolved between AGS and SRNL personnel should be raised to the necessary level of management to obtain resolution. An

effort shall be made by all participants to resolve conflicts with a spirit of cooperation at the working level.

12. Unless otherwise specified, this MOU embodies the entire understanding between the two Parties and any prior representation or agreement is superseded. Any modifications to this MOU must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Augusta Regional Airport

Dan Troutman
Chairman
Augusta Aviation Commission
Augusta Regional Airport

Date:

BATTELLE SAVANNAH RIVER ALLIANCE, LLC

Tammy Taylor Digitally signed by Tammy Taylor
Date: 2023.10.24 12:18:48 -04'00'

Tammy Taylor
Associate Laboratory Director, Global Security Directorate
Battelle Savannah River Alliance, LLC

Date: