

NONREIMBURSABLE UMBRELLA INTERAGENCY AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND FEDERAL AVIATION ADMINISTRATION
FOR COMMERCIAL LAUNCH AND REENTRY ACTIVITY ON NASA RANGES AND
INSTALLATIONS

ARTICLE 1. AUTHORITY AND PARTIES

The National Aeronautics and Space Administration, located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA") enters into this Umbrella Interagency Agreement (hereinafter referred to as "Umbrella IAA" or "IAA") in accordance with the National Aeronautics and Space Act Other Transactions Authority, 51 United States Code (hereinafter referred to as "U.S.C.") § 20113(e) with the Federal Aviation Administration, located at 800 Independence Avenue, SW, Washington, DC 20591 (hereinafter referred to as "FAA"). The FAA is entering into this IAA under the authority of 49 U.S.C. § 106(l)(6) and 106(m). NASA and FAA may be collectively referred to as the "Parties."

Title 49 U.S.C. § 106(m) authorizes the FAA Administrator to use and accept services, equipment, personnel, and facilities of another Federal agency, with or without reimbursement. Pursuant to the same authority, NASA, when authorized by the NASA Administrator, may transfer to, or receive the same from FAA with or without reimbursement. Currently, the Parties do not expect any reimbursement of funds. If funds are to be exchanged, the Parties will execute a separate agreement pursuant to 31 U.S.C. § 1535, the Economy Act.

ARTICLE 2. PURPOSE, IMPLEMENTATION, and DEFINITIONS

This Umbrella IAA documents the Parties' roles and responsibilities related to commercial launch and reentry safety activity on NASA installations licensed and regulated by the FAA Office of Commercial Space Transportation in accordance with authorities provided by 51 U.S.C. Subtitle V -Programs Targeting Commercial Opportunities. The purpose of this Umbrella IAA is to eliminate any duplicative requirements and resolve any inconsistent requirements levied by U.S. Government offices and to synergize the Parties' approaches to reduce the burden on industry operators who are licensed by the FAA.¹

¹ Public Law 114–92, div. A, title XVI, §1617, Nov. 25, 2015, 129 Stat. 1106, as amended by the 2018 NDAA (Public Law 115-232, div. A, title XVI §1606, Aug. 13, 2018, 132 Stat. 2107), which in (b) Reaffirmation of Policy stated that "Congress reaffirms that the Secretary of Transportation, in overseeing and coordinating commercial launch and reentry operations, should—...(4) consult with the head of another executive agency, including the Secretary of Defense or the Administrator of the National Aeronautics and Space Administration, as necessary to provide consistent application of licensing requirements under chapter 509 of title 51, United States Code. "(c) REQUIREMENTS" "(1) In general.—The Secretary of Transportation under section 50918 of title 51, United States Code, and subject to section 50905(b)(2)(C) of that title, shall consult with the Secretary of Defense, the Administrator of the National Aeronautics and Space Administration, and the heads of other executive agencies, as appropriate— "(A) to identify all requirements that are imposed to protect the public health and safety, safety of property, national security interests, and foreign policy interests of the United States relevant to any commercial launch of a launch vehicle or commercial reentry of a reentry vehicle; and "(B) to evaluate the requirements identified in subparagraph (A) and, in coordination with the licensee or transferee and the heads of the relevant executive agencies— "(i) determine whether the satisfaction of a requirement of one agency could result in the

This Umbrella IAA applies to activities that occur on, originate from, or return to NASA installations as noted in Article 3 “Designated NASA Installations”.

This Umbrella IAA will use the terms as defined in 14 CFR § 401.7, including:

- i. *Federal launch or reentry site* means a launch or reentry site, from which launches routinely take place, that is owned and operated by the government of the United States.
- ii. *Public* means for a particular licensed or permitted launch or reentry, people that are not involved in supporting the launch or reentry and includes those people who may be located within the launch or reentry site, such as visitors, individuals providing goods or services not related to launch or reentry processing or flight, and any other operator and its personnel.

The Parties shall execute Annexes focused on the most utilized NASA installations at NASA Kennedy Space Center (KSC) and Wallops Flight Facility (WFF), after agreement on this Umbrella IAA. The Parties may execute subsequent Annexes under this Umbrella IAA consistent with the purpose and terms of this Umbrella IAA.

This Umbrella IAA shall govern all Annexes executed hereunder; no Annex shall amend this Umbrella IAA. Each Annex will detail the specific purpose of the proposed activity, responsibilities, schedule and milestones, and any goods, services, facilities or equipment to be utilized pursuant to the FAA licensed or permitted activities at the locations addressed in an Annex. This Umbrella IAA takes precedence over any Annexes. In the event of a conflict between the Umbrella IAA and an Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella IAA is controlling.

ARTICLE 3. DESIGNATED NASA INSTALLATIONS

The Parties agree that this Umbrella IAA addresses two NASA installations:

1. NASA Kennedy Space Center (KSC)
2. NASA Wallops Flight Facility (WFF)

Upon modification of this Umbrella IAA, additional NASA installations can be added to Article 3 on which commercial launch and reentry operations occur, pursuant to Article 17 of this Umbrella IAA.

ARTICLE 4. RESPONSIBILITIES

A. This Agreement will bind both of the Parties to the specific responsibilities, processes, and timelines outlined in the Annex for each NASA Installation.

B. FAA Authority and Responsibilities.

satisfaction of a requirement of another agency; and "(ii) resolve any inconsistencies and remove any outmoded or duplicative requirements or approvals of the Federal Government relevant to any commercial launch of a launch vehicle or commercial reentry of a reentry vehicle.

1. The FAA has authority to license, permit, and oversee commercial launch and reentry activities and licensed launch sites such that the licensed or permitted activity does not jeopardize public health and safety, safety of property, and national security and foreign policy interests of the United States. FAA's oversight responsibility extends from the beginning to the end of licensed or permitted activity.
2. The FAA evaluates launch and reentry operator compliance by defining the scope of licensed or permitted activities and reviewing application material supporting these operations to ensure proper protection of the public health and safety, safety of property, national security and foreign policy interests of the U.S.
3. The FAA assesses launch and reentry operator compliance during licensed or permitted activities as appropriate to ensure proper protection of the public health and safety, safety of property, national security and foreign policy interests of the U.S. and satisfaction of licensing conditions.
4. Pursuant to CFR § 414 the FAA may establish procedures for safety element approvals of launch vehicles, reentry vehicles, safety systems, processes, services, or personnel.

C. NASA Authority and Responsibilities.

1. NASA retains all authorities and responsibilities as the owner of a NASA installation and will ensure necessary coordination with other government and local authorities for all activities at NASA installations as defined in NASA use agreements.
2. Within NASA installations:
 - a. FAA is responsible to ensure FAA licensed and permitted activities protect public health and safety, and safety of property.²
 - b. NASA is responsible for the safety, security, and accountability of all NASA personnel working on- or near site, as well as tenants, and visitors, and the protection of NASA assets and infrastructure.³ NASA defers to FAA's oversight of all Licensee public safety activities that occur under an FAA License.

D. FAA will:

1. Accept NASA safety procedures, analysis, and products performed at the request of the commercial launch and/or reentry operator, if the FAA determines that the launch or reentry services and products provided by NASA satisfy the applicable 14, CFR part 400 as specified in the appropriate annex.
2. Ensure licensed commercial launch and reentry activities are authorized in a manner that limits the risk to critical assets to risks established in 14 CFR part 400 or to enhanced risks determined in consultation with NASA.

E. FAA will use reasonable efforts to:

1. Oversee ground safety requirements for the licensing process as follows:
 - a. Licensed or permitted activities from FAA-licensed launch sites located on a NASA installation require licensed or permitted launch/reentry site operators to comply with ground safety requirements 14 CFR §§ 450.181 through 450.189.
 - b. For licensed launch and reentry operations from a Federal launch site, accept NASA ground safety processes and procedures performed:
 - i. In accordance with (IAW) the appropriate Annex of this Umbrella IAA.

² Title 51, U.S.C. § 50904

³ NPD 1000.3E, April 15, 2015

- ii. Receipt of written agreement between the operator and NASA for the provision of ground safety services and oversight and,
 - iii. The FAA has made a determination that the ground safety processes, requirements, and oversight are not inconsistent with the FAA authority over commercial space activities.
- 2. Inform NASA concerning FAA licensed or permitted operations or applications that could operate from NASA property, use NASA property, or could negatively affect NASA property as specified in the appropriate annex.
- 3. Inform NASA which launch or reentry activities will not have official FAA inspection. The specific annex will define the activities of interest at each NASA location, establish processes and timelines for information exchanges, and outline appropriate channels to express concerns.
- 4. Inform and work with NASA to agree upon a solution as soon as possible if any of the above requirements cannot be met.

F. NASA will:

- 1. Fully recognize FAA's statutory and regulatory authorities for FAA licensed commercial launches and reentry activities and will defer to FAA license decisions and approvals for licensed and permitted activities, including the safety of the public as defined in part 401.7.
- 2. Not impose requirements on operators of FAA licensed commercial launch and reentry activities that are duplicative of, or overlaps in intent, with those required for FAA licensing.
- 3. Identify to the FAA critical assets that the NASA owns or otherwise depends on, additionally, in consultation with the FAA identify if a more stringent risk probability is necessary to protect the national interests of the United States.

G. NASA will use reasonable efforts to:

- 1. Support FAA licensed launch activities by providing licensee requested ground and flight services (as defined in the appropriate annexes).
- 2. Manage interactions between all entities on NASA installations through actions such as: 1) deconflicting operations, 2) frequency management, 3) controlling access to the installation to include establishing hazardous areas, and 4) coordinating activities as necessary with other Federal, State, and local government agencies.
- 3. Establish hazard areas on NASA installations such that the time and size are consistent with the license. Hazard areas not consistent with FAA regulations will be coordinated between the FAA and NASA as outlined in the appropriate annex.
- 4. For critical assets identified and owned by another federal agency, coordinate the risks with that agency for their determination of acceptability.
- 5. Accommodate access requests for FAA compliance monitoring efforts and/or provide monitoring activities at the request of the FAA and provide output of that effort to the FAA. Implementation specifics will be documented in each annex.
- 6. Perform ground safety and range flight safety services at the request of commercial operators to NASA standards as long as those standards satisfy FAA requirements.
- 7. Ensure FAA has access to NASA standards, processes, and methods used to provide ground and flight safety services to ensure compliance with 14 CFR.
- 8. Coordinate with the FAA prior to publication of NASA range ground and flight safety policy requirements relevant to licensed or permitted activities.

9. Inform the FAA, as soon as possible, and work with the FAA to agree upon a solution, if any of the above requirements cannot be met.

H. NASA and FAA will use reasonable efforts to:

1. Support and participate in the Common Standards Working Group (CSWG).
2. Ensure that the execution of their respective responsibilities do not create conflicts in guidance and direction to the licensee.
3. Exchange information concerning safety assessments and decisions; each other's process, procedures, and decisions; and launch and reentry vehicle safety and performance data, safety documentation, and safety analyses in a timely manner to enable both agencies to fulfill their responsibilities under this agreement. To implement this, the Parties should assess agency-approved file sharing methods and establish procedures and requirements, to ensure security and proprietary requirements.
4. Notify each other should they become aware of an issue that impacts public safety or the safety of property, as soon as possible.
5. Coordinate with each other before responding to requests from a launch or reentry operator for relief from any common launch or reentry safety requirements.
6. Notify each other of mishaps regarding launch and reentry vehicles and ground safety and share known facts regarding the mishap and the final reports.
 - a. For mishaps that occur as a result of an FAA-licensed or permitted activity, the FAA will lead the investigation or authorize the licensee to lead the investigation under FAA oversight. For mishaps that occur as a result of an activity that was not licensed or permitted by the FAA, NASA may lead the investigation.
 - b. For mishaps that occur as a result of an FAA-licensed or permitted activity, NASA may request to be an official observer of the FAA investigation. For investigations led by NASA, the FAA may request to be an official observer to the NASA investigation. Official observer requests should be coordinated through NASA's Mishap Program Executive.

ARTICLE 5. SCHEDULE AND MILESTONES

The Parties intend to execute Annexes IAW this Umbrella IAA. The initial Annex and any subsequent Annexes will be developed within six (6) months of signature of this IAA, or as agreed to by the Parties.

ARTICLE 6. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Umbrella IAA and each Party will fund its own participation. All activities under or pursuant to this Umbrella IAA are subject to the availability of funds, and no provision of this Umbrella IAA 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 outlined in the Annexes to this Umbrella IAA were developed using estimates based upon the Parties' current understanding of the projected availability of its

respective goods, services, facilities, or equipment. Should either Party's projected availability changes, NASA or FAA, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and FAA's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this Umbrella IAA.

ARTICLE 8. LIABILITY AND RISK OF LOSS

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this Umbrella IAA.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and FAA agree that the information and data exchanged in furtherance of the activities under this Umbrella IAA will be exchanged and handled as marked by the provider of that information and data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - HANDLING OF DATA

- A. In the performance of this Umbrella IAA, NASA or FAA (as "Disclosing Party") may provide the other Party (as "Receiving Party") with:
 - 1. Data of launch or reentry operators that the Disclosing Party has agreed to handle under protective arrangements or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) ("Proprietary Data"), or
 - 2. Government data, including software, the use and dissemination of which, the Disclosing Party intends to control ("Controlled Government Data").
- B. All Launch or Reentry Operator Proprietary Data 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.
- C. Identification of Data:
 - 1. Launch or Reentry Operator Proprietary Data and Controlled Government Data shall be identified in the Annex under which it will be provided.
 - 2. NASA software and related Data shall be identified in the Annex under which it will be used, and provided under a separate Software Usage Agreement (SUA). FAA shall use and protect the related data in accordance with this clause.
 - 3. FAA software and related Data shall be identified in the Annex under which it will be used, and provided under a separate Software Usage Agreement (SUA). NASA shall use and protect the related data in accordance with this clause.
- D. For such Data identified with a restrictive notice pursuant to paragraph B of this Article, including Data identified in an accompanying funding document, the Receiving Party shall:
 - 1. Use, disclose, or reproduce such Data only as necessary under this Umbrella IAA;
 - 2. Safeguard such Data from unauthorized use and disclosure; and
 - 3. Dispose of such Data as the Disclosing Party directs.

- E. If the Parties exchange Data having a notice deemed ambiguous or unauthorized by the receiving Party, it shall inform the providing Party. If the notice indicates a restriction, the receiving Party must protect the Data under this Article unless otherwise directed in writing by the providing Party.
- F. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Umbrella IAA that is:
1. Known or available from other sources without restriction;
 2. Known, possessed, or developed independently, and without reference to the Data provided by the Disclosing Party with restrictive markings;
 3. Made available by the owners of the Data to others without restriction; or
 4. Required by law or court order, issued by a competent jurisdiction, to be disclosed.
- The Disclosing Party shall be immediately informed of any legal requirement or order from a competent court mandating disclosure of the Data.
- G. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.

ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or the FAA may, consistent with Federal law and this Umbrella IAA, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and FAA will seek to consult with each other prior to any such release, consistent with the Parties' respective policies.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (hereinafter referred to as 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, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without redaction, in accordance with the NTAA.

ARTICLE 12. FREEDOM OF INFORMATION

If either party receives a FOIA request pursuant to 5 U.S.C. 552 for data disclosed by the other, the party processing the FOIA request must forward any documents provided by the disclosing party to that party for a disclosure determination.

ARTICLE 13. TERM OF AGREEMENT

This Umbrella IAA becomes effective upon the date of the last signature below ("Effective Date") and expires 10 years from the effective date.

ARTICLE 14. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Umbrella IAA or any Annex(es) by providing thirty (30) calendar days written notice to the other Party. Termination of an Annex does not terminate this Umbrella IAA. However, the termination or expiration of this Umbrella IAA also constitutes

the termination of all outstanding Annexes. This Umbrella IAA may also be terminated at any time upon the mutual written consent of the Parties.

To verify the currency and accuracy of this instrument, the Umbrella IAA will be reviewed every two years within 2 months of the month the Umbrella IAA is signed. The same will apply to each Annex. An electronically signed email exchange between designated parties will provide required documentation of this review.

ARTICLE 15. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Umbrella IAA, e.g., “Liability and Risk of Loss” and “Intellectual Property Rights” and related clauses shall survive such expiration or termination of this Umbrella IAA.

ARTICLE 16. POINTS OF CONTACT

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

Management Points of Contact

NASA
Grant Watson
Director, Institutional Safety Management
Division
Office of Safety & Mission Assurance
300 E Street SW
Washington, DC 20546
Phone Number: 757-817-0408
grant.m.watson@nasa.gov

FAA
James A. Hatt
Manager, Space Policy Division
Office of Commercial Space Transportation
800 Independence Avenue, SW, Washington,
DC 20591
Phone Number: 202-549-2325
james.a.hatt@faa.gov

Technical Points of Contact

NASA
Sandra Hudson
Range Flight Safety Program Executive
Office of Safety & Mission Assurance
300 E Street SW
Washington, DC 20546
Phone Number: 202-365-9272
sandra.m.hudson@nasa.gov

FAA
Paul Wilde
Senior Technical Advisor
Office of Commercial Space Transportation
Address 800 Independence Avenue, SW,
Washington, DC 20591
Phone Number:
email@faa.gov

ARTICLE 17. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this Umbrella IAA shall be referred by the claimant in writing to the appropriate person identified in this Umbrella IAA for purposes of the activities undertaken in the IAA, or Annex(es) for purposes of the activities

undertaken in the Annex(es), as the “Points of Contact.” The persons identified as the “Points of Contact” for NASA and the FAA will consult and attempt to resolve all issues arising from the implementation of this Umbrella IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to the Umbrella IAA, or Annex, as appropriate, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute.

ARTICLE 18. MODIFICATIONS

Any modification to this Umbrella IAA shall be executed, in writing, and signed by an authorized representative of NASA and the FAA. Either Party may request modifications at any time. Accompanying Annexes may be modified under the same terms. Modification of an Annex does not modify the Umbrella IAA.

ARTICLE 19. APPLICABLE LAW

U.S. Federal law governs this Umbrella IAA for all purposes, including, but not limited to, determining the validity of the IAA, the meaning of its provisions, and the rights, obligations, and remedies of the Parties.


ARTICLE 20. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

FEDERAL AVIATION ADMINISTRATION


William
DeLoach

 Digitally signed by William
DeLoach
Date: 2025.01.10
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William R. DeLoach
Chief, Safety & Mission Assurance

DATE: 1/10/25

KELVIN B
COLEMAN

 Digitally signed by
KELVIN B COLEMAN
Date: 2024.12.31
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Kelvin B. Coleman
Associate Administrator for Commercial Space
Transportation

DATE: 12/31/24