

“OTHER TRANSACTION AGREEMENT”
BETWEEN
THE FEDERAL AVIATION ADMINISTRATION (FAA) AND
THE NATIONAL CENTER FOR ADVANCED TECHNOLOGIES, INC. (NCAT)

The purposes of this modification to the Other Transaction Agreement (OTA) are to: (1) clarify the process for selecting members of the Institute Management Council; (2) update the FAA Point of Contact; (3) clarify that future funding will be issued by separate procurement actions and (4) clarify that private sector members of NGATS Institute working groups are subject to the Article 28 Policy on Organizational Conflicts of Interest.

The OTA is hereby modified with the following changes:

(1) Under “ARTICLE 4 MANAGEMENT OF THE NGATS INSTITUTE”

(a) Revise subparagraph B(i) with the language shown in *italics* to state as follows:

(i) Seats on the Institute Management Council shall be allocated as follows:

(1) ***The initial*** Council Co-Chairs shall be the President, Air Traffic Control Association and the President, Air Transport Association. ***They will fill the air traffic control technology and commercial airline operations seats listed in B(i)(3).***

(2) The JPDO Director, or his/her designee, shall serve as an Ex-Officio Member in a non-voting capacity.

(3) There shall be one seat each for:

- ***Commercial airline operations;***
- Regional commercial airline operations;
- Business aircraft operations;
- Helicopter operations;
- Small aircraft general aviation;
- Commercial pilots;
- ***Air traffic control technology;***
- Air traffic controllers;
- Airport operators.

(4) There shall be two seats total for manufacturers of air vehicles (including piloted and unpiloted vehicles), and airborne/space-borne and ground based equipment.

(5) There shall be two seats total for federal advisory committees, universities, and nonprofit research organizations.

(6) There shall be two seats total for participants at large.

(b) Revise sub-paragraph C(vii) with the language shown in ***bold italics***, as follows:

- (vii) Except for the Co-Chairs and JPDO Ex-Officio member, terms of office Institute Management Council members are for ***two*** years, but initially, one-half of the members shall serve a ***1***-year term. The initial terms shall be determined by lottery. Successive terms are permitted.

(c) Insert subparagraphs E and F, identified in ***bold italics*** below, and re-letter remaining sub-paragraphs accordingly:

E. Institute Management Council; Co-chairs. Subject to Articles (D) and F(iv), the individuals serving as Co-chairs for the Institute Management Council shall remain in place so long as the individual's organization is represented on the IMC. If an individual vacates his or her co-chair position, that position will be filled by an existing IMC member proposed by the Executive Committee and endorsed by a majority of the full IMC, including the JPDO Director. The organization represented by the vacating co-chair shall retain a seat on the IMC and the seat may be filled under the provisions set forth in Paragraph F below. The term for this IMC seat shall expire at a time coincident with the 2-year term of IMC members.

F. Institute Management Council; Vacancies.

- (i) ***The NGATS Institute shall make reasonable efforts to ensure each allocated Institute Management Council seat is filled with active participants.***
- (ii) ***If an individual serving as a member of the Institute Management Council vacates his or her position with their organization, the organization shall be eligible to name a replacement to serve on the IMC provided that (a) the person serves in a similar capacity or higher in that organization and (b) the person is an Institute participant and is approved by a majority vote of the IMC. There shall be no change to the term for the seat.***
- (iii) ***If the organization elects not to replace the individual IMC member with a person of similar capacity or higher in the organization or such person is not otherwise eligible, then that seat shall be viewed as vacant and a solicitation for the vacant seat shall be posted on the NGATS Institute web-site.***
- (iv) ***If an individual or organization fails to participate sufficiently in the view of the majority of the IMC members, as evidenced by lack of attendance at meetings or consistently failing to respond to inquiries, then IMC may remove the individual or organization from the IMC by a majority vote. In this case the seat shall be viewed as vacant and a solicitation for the vacant seat shall be posted on the NGATS Institute web-site.***

- (v) *The NGATS Institute shall ensure solicitation(s) for any vacant seat(s) are posted on the NGATS Institute web-site until they are filled by a suitable applicant.*

(2) Under “ARTICLE 9 POINTS OF CONTACT”

Replace contact information for Stephen M. Bobby with the following, shown in ***bold italics***:

***Tim Spencer
ATO-A Office of Acquisition Policy & Contracting
Contracting Officer, ATO-A AJA-481
Executive & Managerial Support Services Contracting Branch
Phone: 202 267-9845; e-mail: Timothy.A.Spencer@faa.gov.***

(3) “ARTICLE 10 “FUNDING AND PAYMENT”.

Funding for administrative costs of operating the institute will be obligated by separate funding documents signed by the contracting officer.

- (4) The first two paragraphs of “ARTICLE 28 “POLICY ON ORGANIZATIONAL CONFLICTS OF INTEREST” are revised to clarify that private sector participation on NGATS Institute working groups is subject to the Article 28 Policy on Organizational Conflicts of Interest in the same manner as is private sector participation on IPTs. The revised paragraphs of Article 28 are printed below with the revisions shown in ***bold italics***.

The parties recognize that actual or perceived Organizational Conflicts of Interest (“OCIs”) may arise in connection with private sector participation on IPTs, ***NGATS Institute working groups***, CAPs, the CAOB and the IMC. In addition to bidding to perform and fulfilling JPDO task requests, private sector Participants will play an important role, through involvement with IPTs, in providing recommendations for the actual tasks assigned by the JPDO. Private sector Participants also will play a critical role, through their membership on different CAPs, in evaluating and awarding contracts for JPDO-sponsored work. Additionally, members of the CAOB and the IMC will have responsibility for evaluating any protests of contract awards, as well as ensuring the contract solicitation, evaluation, and awards process is conducted fairly. Considering the multiple roles and responsibilities that private sector Participants will have in work performed through the NGATS Institute, the parties adopt certain guidelines to minimize and address potential OCIs, as follows:

- A. Participation on IPTs ***and/or NGATS Institute working groups*** allows the private sector to develop work proposals and recommendations for the JPDO to consider and evaluate for possible future tasking. By itself such participation on IPTs ***and/or NGATS Institute working groups*** does not

create the potential for an OCI, nor does participation on an IPT ***and/or NGATS Institute working group*** preclude the Participant’s employer or company from bidding on or being awarded a contract solicited through the NGATS Institute for a task request related to the IPT’s ***and/or NGATS Institute working group’s*** recommendation or proposal. Likewise, participation on an IPT ***and/or NGATS Institute working group***, or performance of a contract solicited through the NGATS Institute, shall not by itself prevent the Participant’s employer or company from being awarded a related contract solicited by the U.S. government.

(5) Change pages to this Other Transaction Agreement will be forwarded with changes shown in Bold Italicized font.

This Amendment is made pursuant to Article 13 of the OTA.

AGREED AND UNDERSTOOD:

The National Center for Advanced Technologies,
Inc. (NCAT)

Federal Aviation Administration
(FAA)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____