

“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 scope and mission of the Next Generation Air Transportation System (NextGen) initiative; (2) clarify the role and responsibilities of the Institute Management Council (IMC) with respect to the NextGen Institute; (3) modify procedures to replace IMC members who resign mid-term; (4) clarify the role and responsibilities of the NextGen Institute Executive Director; (5) identify the correct FAA billing address; and (6) extend the term of the OTA; and (7) make certain nomenclature changes. New language for the OTA is shown in *italics*.

The OTA is hereby modified with the following changes:

(1) Under “ARTICLE 3 SCOPE”

(a) In subparagraph 3B(ii), replace “Conduct work through the NGATS Institute” with “*The NextGen Institute will facilitate work*”.

(b) In subparagraph 3B(iii), replace “Validate” with “*The NextGen Institute will facilitate validation of*”.

(c) Add a new subparagraph 3B(v) that states as follows:

The NextGen Institute provides a mechanism for identifying and ensuring that the best expertise and other resources are available to facilitate the study, research, planning, development, demonstration, and evaluation of advanced concepts and technologies in support of the JPDO’s NextGen initiative. The Institute’s purpose is to enable meaningful private sector collaboration with Government on development of NextGen.

(2) Under “ARTICLE 4 MANAGEMENT OF THE INSTITUTE”

(a) Insert a new subparagraph 4A and re-letter accordingly. The new subparagraph 4A shall state as follows:

“NextGen Institute Vision/Mission Statement. The primary role of the NextGen Institute is to provide a mechanism through which the private sector will actively engage with Government in defining, developing, and implementing the Next Generation Air Transportation System with the Joint Planning and Development Office. The Institute is established to facilitate that engagement, foster agreement on priorities, harmonize research and implementation activities, and in general create the public/private cooperation needed to transform the air transportation system. In order to achieve this vision, the parties agree that Institute operations, as set forth in this Agreement and as promulgated in internal policies and procedures, should encourage and attract participation by the private sector in the full scope of NextGen development.”

(b) In the first sentence of the now re-lettered subparagraph 4B, insert a new first sentence that states as follows: *“The primary purpose of the NextGen Institute will be to facilitate industry participation with the JPDO.”*

(c) In now re-lettered subparagraph 4G(ii), revise the paragraph to state as follows:

“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 has sufficient expertise and authority to represent 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.”

(d) In now re-lettered subparagraph 4J(ii), replace the third and fourth sentences with the following: *“The Executive Director reports directly to the IMC Co-Chairs regarding daily operations and to the NCAT President for fiduciary matters. The IMC Co-Chairs exercise exclusive authority and jurisdiction, as informed and directed by the entire IMC, with respect to the Executive Director’s day-to-day operating activities. The Executive Director is accountable to the NCAT President for proper fiduciary management of the NextGen Institute. The Executive Director will provide a one page biweekly update to the IMC and NCAT President which will include a minimum of major current issues being worked and their status and progress, future events and dates of interest, and IMC members proposed topics of interest. Additionally, the Executive Director will also make whatever periodic reports as required and specified by the IMC and schedule Executive Committee meetings, IMC meetings, and conference calls, as required.”*

(e) In now re-lettered subparagraph 4L, replace the first sentence with the following: *“The Institute Management Council shall serve as an industry decision-making body providing oversight on policy, recommendations and products of the NextGen Institute. It will advise the JPDO Director, an Ex-Officio IMC member, on NextGen planning and implementation priorities and will assist the JPDO Director in communicating these priorities to the FAA Administrator, as well as other government stakeholders. The IMC will encourage its individual members and their appointees to chair/co-chair various NextGen working groups to insure there is a government/industry leadership partnership resident in every NextGen group. Additionally, the IMC will periodically ask the JPDO Director to invite the FAA Administrator and key staff to IMC meetings to insure industry priorities for NextGen are clearly communicated to FAA senior decision-makers.”*

In the third sentence of the same subparagraph, replace “annually” with “quarterly”. After the final sentence of the same subparagraph, ending in “as deemed appropriate,” add an additional sentence that states as follows: *“Occasionally the IMC may be asked to perform analyses and / or make recommendations regarding specific Institute-tasks issues. Such requests should not be made in place of funded task requests. On those occasions, the IMC may organize a subject specific work group, led by one or more representatives from IMC member organizations, to address the issue and provide the needed assessment / recommendation. Alternatively, the IMC may determine that the request should be addressed by a funded task. If formed, these IMC-organized work groups will operate as directed by the IMC. Work Group leaders may reach*

outside IMC member organizations to obtain the appropriately qualified personnel needed to complete the assigned task.”

(3) Under “ARTICLE 10 FUNDING AND PAYMENT”

In subparagraph 10(C), replace the stated billing address with a new address, as follows:

*Federal Aviation Administration
Accounts Payable Branch
PO Box 25710
Oklahoma City, OK 73125*

(4) Throughout the OTA, replace the “NGATS” acronym with “*NextGen*”.

(5) Pursuant to Article 5 of the OTA, as extended by OTA Mod 6 signed March 7, 2007 and OTA Mod 8 signed September 6, 2007 the Parties agree, subject to available funds as obligated under Article 11, to extend the OTA as amended for a term beginning December 10, 2007 and ending September 9, 2009.

(6) 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: _____
Dr. Michael Romanowski

BY: _____

TITLE: NCAT President _____

TITLE: _____

DATE: _____

DATE: _____