MEMORANDUM

TO: A/Acting Administrator

FROM: D/Deputy Associate Administrator for Organization and Management

SUBJECT: Lear Avia Cooperative Endeavor Agreement

April 17, 1973

Some time ago Lear Avia Corporation requested that it be furnished certain security classified information. Having confirmed that the Corporation has a security clearance, it became necessary that its need to know be established. The need to know has been founded upon a cooperative endeavor agreement which William P. Lear executed (without signature date) and which I have executed on behalf of NASA under date of April 17, 1973.

You will recall that Dr. Fletcher wrote Mr. Lear on January 12, 1973 requesting some information regarding Lear Avia's plans for implementing the agreement I have executed. Mr. Lear responded to our request in his letter of March 14, 1973. While his response is quite general, I believe it affords an adequate basis for our proceeding at this time. You will recall that Mr. Lear entered into a restrictive agreement with Lear Gates, Incorporated; however, I understand that this agreement had a five-year term, which has now expired.

Attached is a response for your signature to Mr. Lear's letter of March 14, 1973.

Enclosure

Original signed by
Bernard Moritz

Enclosure

bcc: K/Moritz
K/Files
KS/Dr. McConnell
R/Mr. Jackson
R/Mr. Winblade

K/B.Moritz:rtc:53704:4/17/73
(K-73-162)

FOR ACTION OF

FOR INFO OF

FOR SIGNATURE OF

DUE DATE

NASA-LANGLEY APR 24 1973
This Agreement entered into between the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, an independent agency of the United States Government, hereinafter referred to as NASA, and LEAR AVIA, a Delaware corporation whose address is P.O. Box 10825, Reno, Nevada 89510, hereinafter referred to as LEAR AVIA, WITNESSETH THAT:

WHEREAS, NASA, as the civilian agency exercising control over aeronautical and space activities sponsored by the United States, has developed certain advances in airfoil design, hereinafter referred to as supercritical aerodynamic technology; and

WHEREAS, NASA is directed by statute to conduct the aeronautical and space activities of the United States so as to contribute materially, inter alia, to the improvement of the usefulness, performance, speed, safety and efficiency of aeronautical and space vehicles; and

WHEREAS, NASA believes that such statutory directive will be accomplished in part by encouraging the widest practicable commercial application and utilization of its aeronautical technology; and

WHEREAS, Lear Avia is a company desirous of conducting a study of the application of the supercritical aerodynamic technology to commercial jet aircraft; and

WHEREAS, it appears to be to the benefit of each party to cooperate with the other in this endeavor; and

WHEREAS, it is understood that this Agreement is entered into on a nonexclusive basis and that NASA may enter into other agreements covering the same or related studies with other entities;

NOW THEREFORE, the parties hereto, acting pursuant to section 203(b) of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. 2473(b)), mutually agree as follows:

1. RESPONSIBILITIES OF THE PARTIES

   (a) Upon execution of this Agreement, NASA will verify that Lear Avia and the personnel who will have access to
data hereunder are qualified to receive and safeguard classified information. Thereafter, NASA will permit Lear Avia to have access on a continuing basis to scientific and technical data bearing on supercritical aerodynamic technology.

(b) Using such data, Lear Avia will conduct a study of the application of the technology to commercial jet aircraft and develop a design and model for a specific application.

(c) During the course of such study and related activities and at the request of Lear Avia, provided that NASA in its sole discretion concludes that so doing will serve its interests, NASA may provide (i) consultation and technical assistance; and (ii) the use of its wind tunnel facilities for verification of such design as Lear Avia may develop.

(d) Lear Avia will provide NASA with a report of results of Lear Avia's application of the supercritical aerodynamic technology to commercial aircraft together with such supporting technical data as NASA may request.

2. LIMITATIONS

(a) For the protection of its facilities, NASA reserves the right to approve any model presented by Lear Avia for testing in a NASA wind tunnel.

(b) Neither the U.S. Government, nor any party acting in its behalf, warrants as to the accuracy, completeness or usefulness of any data provided hereunder. Nor by executing this Agreement does the Government assume any liability to any person or entity (including Lear Avia) which may arise from the use of the technology, services, or facilities furnished to Lear Avia hereunder.

(c) This Agreement is entered into by NASA on the express condition and understanding that the work to be performed by Lear Avia under this Agreement and any resulting manufacture will be performed in the United States, and that further, the proposed export of any data provided or developed under this Agreement and any product resulting therefrom will be subject to the rules and regulations of the Departments of State and Commerce concerning the export of technology and products.

3. DATA RELEASE

Lear Avia will not publish nor disclose to others the supercritical aerodynamic technology data furnished by NASA.
including any data resulting directly from its application by Lear Avia, without permission of the NASA point of contact. Such permission will in any event be granted only to the extent consistent with applicable security regulations.

4. RIGHTS IN DATA

The report of results to be furnished by Lear Avia pursuant to 1(d) hereof may be published by NASA. The technical data supporting such report when requested by NASA and proprietary to Lear Avia, may be submitted with the following restrictive legend and, if so marked, will be protected as Lear Avia proprietary data by NASA.

**RESTRICTIVE USE LEGEND**

This data furnished under a cooperative endeavor agreement with the National Aeronautics and Space Administration may be duplicated and used by the U.S. Government with the express limitation that the data may not be disclosed outside the Government without prior permission of Lear Avia. This restriction does not limit the Government's rights to use or disclose any data obtained from another source without restriction. This legend shall be marked on any reproduction of this data in whole or in part.

It is understood that such legend shall not be affixed by Lear Avia to (i) any data furnished Lear Avia by NASA including data obtained by NASA in testing Lear Avia's models at government expense in NASA's wind tunnel facilities; (ii) data resulting directly from Lear Avia's application of NASA's supercritical aerodynamic technology; and (iii) the report of the results of Lear Avia's application efforts required to be furnished under this Agreement.

5. PATENTS

(a) NASA, acting on behalf of the U.S. Government, has filed application for Letters Patent in the United States and certain foreign countries on an invention made by Richard T. Whitcomb and entitled, Airfoil Shape for Flight at Subsonic Speeds. The supercritical aerodynamic technology furnished by NASA to Lear Avia under this Agreement is based, in large part, upon the novel concepts, theories, formulae, and technology encompassed by this invention. In recognition of
these contributions offered by the Government, Lear Avia agrees that should its application of such technology to commercial aircraft, as contemplated under this Agreement, result in patentable modifications or improvements to the supercritical aerodynamic technology, Lear Avia will provide NASA with the disclosure of such inventions and grant to the U.S. Government a nonexclusive, irrevocable, royalty-free license to practice such inventions throughout the world for government purposes.

(b) Nothing in the Agreement shall be construed to grant to Lear Avia expressly or by implication any license under any NASA patent or application covering the Whitcomb invention. Any such license as may be desired by Lear Avia shall be considered separately from this Agreement and shall be obtained under the NASA Patent Licensing Regulations for domestic and foreign patents.

6. **COSTS**

To the extent that NASA concludes that providing such services will serve its interests, NASA will assume the costs of (a) providing to Lear Avia the data, and consultative and technical services; and (b) the use of wind tunnel facilities. Lear Avia will bear all other costs including the cost of the use of NASA wind tunnels when made available to Lear Avia for purposes in excess of those serving NASA's interests.

7. **NASA POINT OF CONTACT**

While the NASA expertise with respect to supercritical aerodynamic technology and the necessary wind tunnel facilities are primarily at the Langley Research Center, Hampton, Virginia, the principal point of contact by Lear Avia with NASA is: Director, Aerodynamic and Vehicle Systems Division, Office of Aeronautics and Space Technology, National Aeronautics and Space Administration, Washington, D.C. 20546.

8. **TERM, MODIFICATION AND TERMINATION**

This Agreement will become effective on the date of the latest signature below, and shall remain in effect for two years from such date. It may be extended or modified at any
time by mutual agreement of the parties. It may be terminated at any time by one party giving not less than 30 days written notice to that effect to the other.

Signed as of the date set forth

For National Aeronautics and Space Administration

By Bernard Moritz Date of Signature 4-17-73
Deputy Associate Administrator for Organization and Management

By X Date of Signature