

ANNEX THREE
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN C. STENNIS SPACE CENTER
CENTER OPERATIONS DIRECTORATE
AND
INFINITY SCIENCE CENTER, INC.
UNDER SPACE ACT UMBRELLA AGREEMENT
SSAA-1053-0170

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of continuing the partnership between NASA SSC and ISC, NASA SSC's Official Visitor Center. The Partners share the common goal of promoting Science, Technology, Engineering and Math (STEM) and educating regional and national audience about the importance of aeronautics and space research. This Annex governs the roles and responsibilities of the NASA SSC Center Operations Directorate and ISC as they relate to educational programs and exhibits.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

A. NASA SSC will use reasonable efforts to:

1. Offer appropriate loans of Government Property

a. The government property listed in Attachment A to this Annex (hereinafter referred to as the "Property") shall be loaned to ISC for the term of this Annex;

b. The Property is not being provided to ISC as a substitute for the purchasing of the same type of property by ISC under any contract or grant that ISC has, or may have with a third party. Furthermore, such Property is not excess to NASA's requirements and its use is anticipated upon its return to NASA. Title to the property shall remain with NASA at all times and shall not be subject to any third party claims or other encumbrances;

c. NASA will review annual property reports; and

d. NASA will respond in a timely manner to any written requests to perform maintenance, alter or move NASA property. Responses shall be in writing.

B. Partner will use reasonable efforts to:

1. Be responsible for overall protection and safety of individuals, NASA loaned property, assets and the environment;

2. Upon request, provide to Annex POC the status of NASA property on display at ISC;

3. Appoint an Emergency Management Coordinator who will coordinate with the Annex POC when necessary;
4. Obtain all necessary permits and ensure compliance with all applicable municipal, county, state, and federal laws, rules, ordinances and regulations pertaining to the operations and maintenance of ISC;
5. Submit to Annex POC for review, all future licenses and permit renewals to ensure compliance with NASA policies and procedures;
6. Participate in quarterly Environmental Working Group meetings hosted by SSC;
7. In support of the receipt of loaned government property, ISC shall:
 - a. Install, operate, and maintain the Property at no cost to NASA;
 - b. Not modify, alter or move Property unless approved in writing by Annex POC.
 - c. Furnish all utilities (e.g. water, electricity) and operating materials required for the display and operation of the Property, unless otherwise agreed upon by both Parties in writing;
 - d. Bear all costs associated with the use and enjoyment of the Property under the terms of this Agreement, including but not limited to such costs as maintaining and operating the Property;
 - e. Transport the Property in accordance with good commercial practices, as approved by Annex POC, at no cost to NASA;
 - f. Acknowledge that the privilege of using and enjoying the said Property exists solely by virtue of this Agreement with NASA, as owner of the said Property, and not as of right;
 - g. Identify, mark and record all of the Property promptly upon receipt and maintain such records so long as it remains in the custody, possession or control of ISC;
 - h. Maintain suitable records for each item of Property. At a minimum, such records shall show description, identification number, unit cost, quantity, dates of receipt, condition upon receipt and location. ISC shall perform inventory of the Property every year, and send such inventory report to NASA by January 30th each year. The report shall include a statement validating any requirement to continue the loan. Further, ISC shall provide to Annex POC, records sufficient to disclose the date of inspection, the deficiencies discovered as a result of inspections, and the maintenance actions performed (previously approved by Annex POC in writing);
 - i. Assume responsibility for the loss or damage to the Property, reasonable wear and tear excepted, and with the same limitations for wear and tear, return the Property to NASA in as good condition as when received at the end of the loan agreement. It is understood that ISC is financially responsible and liable for any damage to the Property while it is in their care, custody, and control of ISC, its employees, contractors, subcontractors, agents or principle investigators;
 - j. Not loan NASA Property to a Third Party without written NASA approval; and
 - k. Report any loss, damage or destruction of Property to the Annex POC within ten (10) working days from the date of the discovery thereof.

ARTICLE 3. SCHEDULE AND MILESTONES

Major milestones will be scheduled and conveyed on an as needed basis.

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of two years.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
2. Third Party Proprietary Data: The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
3. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or five (5) years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. MANAGEMENT POINTS OF CONTACT

The following personnel are designated as the Management Points of Contact between the Parties in the performance of this Annex.

NASA Stennis Space Center

Andrew "Bo" Clarke
Real Property Accountable Officer
Stennis Space Center, MS 39529
Phone: (228) 688-1645
Email: andrew.l.clarke@nasa.gov

INFINITY Science Center, Inc.

Jill Senn
Executive Director
1 Discovery Circle
Pearlington, MS 39572-0000
Phone: (228) 533-9025
Email: jill@visitinfinity.com

ARTICLE 9. REVIEW AND MODIFICATIONS

This Annex will be reviewed at least annually by both Parties to ensure it is still appropriate and that the terms and provisions are current. Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

National Aeronautics and Space Administration Infinity Science Center, Inc.
John C. Stennis Space Center

BY: RICHARD GILBRECH
Richard J. Gilbrech, Ph.D.
Center Director

Digitally signed by
RICHARD GILBRECH
Date: 2020.07.01
14:04:42 -05'00'

BY: 
Jack Blitch
Chairman

DATE: _____

DATE: 7/7/20

Property loaned to ISC by NASA

Attachment A

ECN	Item Name	Manufacturer	Model Number	Serial Number	Acquisition Cost	Condition upon Receipt
0133323	APOLLO SATURN V 1/10	GEORGE C MARSHALL SPACE FLIGHT	1/10	N/A	\$ 400000.00	Good
0729292	MODEL, SATURN 1B 1/10 SCALE	GEORGE C MARSHALL SPACE FLIGHT	M20701	N/A	\$ 20000.00	Good
0753187	ENGINE, ROCKET	PRATT&WHITNEY ROCKETDYNE INC	H1	H5034	\$ 225000.00	Good
0753280	DISPLAY, LUNAR ROCK	GODDARD SPACE FLIGHT CENTER	N/A	N/A	\$ 5000.00	Good
0753699	MODEL, SHUTTLE STACK	OMNIPLAN CORP	1/20 SCALE	N/A	\$ 5000.00	Good
1322516	ENGINE, SATURN	PRATT&WHITNEY ROCKETDYNE INC	F1	6662468	\$ 1261300.00	Good
1540035	RECEIVING SET, TELEVISION	MITSUBISHI ELECTRIC CORP	XC2930C	601102271	\$ 4632.00	Good
1623482	RADIO, PORTABLE	MOTOROLA INC	XTS5000	320CDW4705	\$ 2788.00	Good
1623733	RADIO, PORTABLE	MOTOROLA INC	XTS5000	320CEN1194	\$ 2720.00	Good
1670538	RECORDERREPRODUCER, VIDEO	PIONEER CO	DVDV7400	EDNN041829CC	\$ 909.00	Good
1940714	PLAYER, VIDEO	PIONEER CO	DVDV7200	TKTT002560	\$ 850.00	Good
1940720	PLAYER, VIDEO	PIONEER CO	DVDV7200	TKTT002490	\$ 850.00	Good
1940951	DISPLAY UNIT	SONY CORP OF AMERICA	PFM500A2W	2003324	\$ 8350.00	Good
2120282	DISPLAY, SPACE SUIT	GUARD LEE INC AEROSPACE DIV	NONE	NONE	\$ 27738.00	Good
2156584	RECEIVING SET, TELEVISION	SANYO DENKI CO LTD	PDP42H1AN	57101283	\$ 4100.00	Good
2156587	RECEIVING SET, TELEVISION	SANYO DENKI CO LTD	PDP42H1AN	57101292	\$ 4100.00	Good
2157598	RECEIVING SET, TELEVISION	PANASONIC	TH42PWD7UY	YK4640252	\$ 1991.00	Good
2158198	STAND, ENGINE STORAGE	BOEING/ROCKETDYNE PROP & POWER	7RG050250A1	61277	\$ 110000.00	Good
2158199	ENGINE, X33 DEVELOPMENT	BOEING/ROCKETDYNE PROP & POWER	9R053400A1	Y803070	\$ 27876798.00	Good
2206418	MODEL, INTERNATIONAL SPACE S	GAMLA ORIGINALS INC	NONE (VERIFIED)	NONE (VERIFIED)	\$ 6000.00	Good
2250855	RECEIVING SET, TELEVISION	WESTINGHOUSE DIGITAL ELECTRONI	SK26H240S	5030G71203159	\$ 665.00	Good
2253757	EXHIBIT, NASA HOME & CITY	SCHAFFER CORPORATION	NONE	NONE	\$ 6321.00	Good
2343646	RECEIVING SET, TELEVISION	TOSHIBA AMERICA INC	50L2200U	C29230T27107C1	\$ 669.00	Good
2343683	RECEIVING SET, TELEVISION	TOSHIBA AMERICA INC	50L2200U	C29230T29901C1	\$ 669.00	Good
2344609	RECEIVING SET, TELEVISION	SAMSUNG ELECTRONICS	MD55C	Z7H0HCDF600252	\$ 1700.00	Good
2345034	S1C STAGE DISPLAY	NASA MARSHALL SPACE FLIGHT	SATURN V	N/A	\$ 25292979.00	Good
2363049	MODEL, SLS 1:50	GEORGE C MARSHALL SPACE FLIGHT	NONE	30	\$ 10800.00	Good
2374844	EXHIBIT DISPLAY, 8 CYLINDER	UNKNOWN	NONE	NONE	\$ 2000.00	Good
2374845	EXHIBIT DISPLAY, 8 CYLINDER	UNKNOWN	NONE	NONE	\$ 2000.00	Good
2374846	EXHIBIT DISPLAY, 8 CYLINDER	UNKNOWN	NONE	NONE	\$ 2000.00	Good
2374847	EXHIBIT DISPLAY, 8 CYLINDER	UNKNOWN	NONE	NONE	\$ 2000.00	Good
2545007	RADIO, PORTABLE	MOTOROLA INC	XTS5000	320CGR6791	\$ 3119.00	Good
2545029	RADIO, PORTABLE	MOTOROLA INC	XTS5000	320CGM9605	\$ 3119.00	Good
2607771	RADIO, PORTABLE	MOTOROLA INC	APX4000	426CQR0251	\$ 2746.00	Good
2608153	RECEIVER/DECODER	ARRIS GROUP INC.	DSR4460	22148143331599	\$ 2950.00	Good
2608186	PROJECTOR, POCKET	VIVITEK CORP.	Q5BK	WQ5BK5465364	\$ 565.00	Good
5100667	LANDER, LUNAR	UNKNOWN	NONE	NONE	\$35,000.00	Good