

REIMBURSABLE UMBRELLA SPACE ACT AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GODDARD SPACE FLIGHT CENTER  
AND  
UNITED LAUNCH ALLIANCE,  
FOR COMMUNICATION AND NAVIGATION SERVICES FOR LAUNCH  
VEHICLES

ARTICLE 1. AUTHORITY AND PARTIES

The National Aeronautics and Space Administration Goddard Space Flight Center, located at 8800 Greenbelt Road, Greenbelt, Maryland 20771 (hereinafter referred to as "NASA" or "NASA GSFC") enters into this Space Act Agreement (hereinafter referred to as "SAA") under the National Aeronautics and Space Administration "other transactions" authority in the Space Act (51 U.S.C. § 20113(e)). United Launch Alliance, located 9501 E. Panorama Circle, Centennial, CO, 80112-3401 (hereinafter referred to as "Partner" or "ULA", enters into this SAA in accordance with Space Act (51 U.S.C. § 20113(e)). NASA and Agency may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE AND IMPLEMENTATION

This Umbrella Agreement (hereinafter referred to as the "Agreement" or "Umbrella Agreement") shall be for the purpose of NASA Goddard Space Flight Center (GSFC) to provide Space Communication and Navigation (SCaN) services to ULA for launch vehicle missions carrying commercial payloads.

This reimbursable Umbrella Agreement is for the purpose of setting the terms and conditions with regard to the requested support from NASA by ULA to be provided by the SCaN. The SCaN services available to the customer are comprised of the Advanced Communications Capabilities for Exploration and Science Systems (ACCESS) project and the Near Space Network (NSN). However, the Space Relay (SR) services is the only SCaN service identified currently by ULA.

NASA and ULA agree to develop appropriate requirements and operational interface documentation that will define the operational and communications assets and interfaces necessary for ULA to meet its mission goals. Included in this documentation will be descriptions of the NASA communications support required for pre-mission verification and validation activities, for example network compatibility, and mission operational readiness tests, and the NASA assets required to provide SR return services for the ULA missions. NASA reserves the right to assign SR assets.

The Parties shall execute one (1) Annex Agreement (hereinafter referred to as the "Annex") concurrently with this Umbrella SAA. The Parties may execute subsequent Annexes under this Umbrella SAA consistent with the purpose and terms of this Umbrella SAA. This Umbrella SAA shall govern all Annexes executed hereunder; no Annex shall amend this Umbrella SAA. 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 under the task. This Umbrella SAA takes precedence over any Annexes. In the event of a conflict between the Umbrella SAA and any Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella SAA is controlling.

### ARTICLE 3. RESPONSIBILITIES

A. NASA GSFC will use reasonable efforts to:

1. Provide support of projects undertaken in any Annex;
2. Provide internal coordination of approvals for Annexes;
3. Provide for a single point of contact for Annex development and operations.

B. PARTNER will use reasonable efforts to:

1. Provide support of projects undertaken in any Annex;
2. Provide internal coordination of approvals for Annexes;
3. Provide for a single point of contact for Annex development and operations.

### ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

Schedule and milestones will be established jointly between NASA GSFC and United Launch Alliance (ULA) are based on the launch schedule of the ULA mission.

The Parties will execute one (1) Annex concurrently with this Umbrella Agreement. The initial Annex and any subsequent Annexes will be performed on the schedule and in accordance with the milestones set forth in each respective Annex.

## ARTICLE 5. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA as set forth in each Annex for NASA to carry out its responsibilities under this Agreement. Partner shall make payment in advance of initiation of NASA's efforts on behalf of the Partner. Advance payments shall be scheduled to ensure that funds are resident with NASA before Federal obligations are incurred in support of work on behalf of the Partner.

B. Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment):

(1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;

(2) pay.gov at [www.nssc.nasa.gov/customerservice](http://www.nssc.nasa.gov/customerservice) (select "Pay NASA" from the Quick Links to the left of the page); or

(3) check. A check should be payable to NASA and sent to:

NASA Shared Services Center

FMD – Accounts Receivable For the Accounts of: Goddard Space Flight Center [At the time of payment, please indicate which NASA Center for the Umbrella Agreement or annex, as appropriate]

Building 1111,

Jerry Hlass Rd.,

Stennis Space Center, MS 39529

Note that Annexes may originate from different Centers. Each payment shall be properly identified by Center. Payment by electronic transfer [#1 or #2, above], is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.

C. Notwithstanding any other provision of this Agreement, 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 6. PRIORITY OF USE

Any schedule or milestone in this SAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that either Party's projected availability changes, NASA or PARTNER, 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 ULA's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this SAA.

## ARTICLE 7. LIABILITY AND RISK OF LOSS

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

## ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and PARTNER agree that the information and data exchanged in furtherance of the activities under this SAA will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this SAA or agreed to by NASA and other Federal Agency for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

## ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - HANDLING OF DATA

A. In the performance of this Agreement, NASA or ULA (as "Disclosing Party") may provide the other Party (as "Receiving Party") with:

1. data of third parties 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) ("Third Party 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 Third Party 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. Third Party 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). PARTNER shall use and protect the related data in accordance with this clause.

D. For Data with a restrictive notice and Data identified in this Agreement or an accompanying funding document, Receiving Party shall:

1. Use, disclose, or reproduce the Data only as necessary under this Agreement;
2. Safeguard the Data from unauthorized use and disclosure;
3. Allow access to the Data only to its employees and any related entity requiring access under this Agreement;
4. Except as otherwise indicated in D.3., preclude disclosure outside Receiving Party's organization;
5. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any related entity with access about their obligations under this Article; and
6. Dispose of the Data as Disclosing Party directs.

E. If the Parties exchange Data having a notice deemed ambiguous or unauthorized by the receiving Party, it should tell 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 Agreement that is:

1. known or available from other sources without restriction;
2. known, possessed, or developed independently, and without reference to the Proprietary Data;
3. made available by the owners to others without restriction; or
4. required by law or court order to be disclosed.

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 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

Unless otherwise agreed upon by NASA and ULA, custody and administration of inventions made (conceived or first actually reduced to practice) under this SAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of a Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

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

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

ARTICLE 12. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

D. With respect to IT system/application access:

1. All data connections or interconnection of information systems required under this agreement shall be documented using an Interconnection Security Agreement (ISA) between the parties, approved by NASA prior to the establishment of a connection, in accordance with the Federal Information Security Modernization Act (FISMA) of 2014 and NASA Procedural Requirements.

#### ARTICLE 13. TERM OF AGREEMENT

This SAA becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the effective date, whichever comes first.

#### ARTICLE 14. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Umbrella SAA 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 Agreement. However, the termination or expiration of this Umbrella SAA also constitutes the termination of all outstanding Annexes.

#### ARTICLE 15. CONTINUING OBLIGATIONS

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

## ARTICLE 16. POINTS OF CONTACT

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

### Management Points of Contact:

NASA Goddard Space Flight Center  
Jerry Mason  
Chief, Networks Integration  
Management Office  
NASA Goddard Space Flight Center  
8800 Greenbelt Road  
Greenbelt, MD 20771  
Phone: 301 286-9515  
Email: [jerry.l.mason@nasa.gov](mailto:jerry.l.mason@nasa.gov)

United Launch Alliance, LLC  
Jack W. Smith  
ULA Program Contracts  
9501 E. Panorama Circle Centennial, CO  
80112-3401  
Phone: 321 730-0504  
Email: [Jack.W.Smith@ulalaunch.com](mailto:Jack.W.Smith@ulalaunch.com)

### Technical Points of Contact:

Evette Conwell  
Launch Vehicle Network Director  
NASA GSFC Code 450.1  
Greenbelt, MD 20771  
Phone: 301 286-9809  
Email: [evette.conwell@nasa.gov](mailto:evette.conwell@nasa.gov)

Katie Megerian  
Flight Design  
7958 S. Chester Street  
Centennial, CO 80112  
Phone: 303 269-6238  
Email: [kathryn.s.megerian@ulalaunch.com](mailto:kathryn.s.megerian@ulalaunch.com)

## ARTICLE 17. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this SAA shall be referred by the claimant in writing to the appropriate person identified in this SAA for purposes of the activities undertaken in the SAA, 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 ULA will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to the SAA, or Annex, as appropriate, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to The Department of the Treasury's Intragovernmental Transaction Guide (Treasury Financial Manual, Vol. 1, Chapter 2, Part 4700, Appendix 10 (hereinafter, the "Intragovernmental Transaction Guide")).



ARTICLE 18. MODIFICATIONS

Any modification to this SAA shall be executed, in writing, and signed by an authorized representative of NASA and the PARTNER. Accompanying Annexes may be modified under the same terms. Modification of an Annex does not modify the Umbrella Agreement.

ARTICLE 19. APPLICABLE LAW

U.S. Federal law governs this SAA for all purposes, including, but not limited to, determining the validity of the SAA, 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  
HEADQUARTERS

PARTNER

BY: \_\_\_\_\_  
Badri Younes  
Deputy Associate Administrator Space  
Communications and Navigation  
NASA Headquarters  
300 E. Street SW  
Washington, DC 20546

Pankuch,  
BY: **Todd R**  Digitally signed by  
Pankuch, Todd R  
Date: 2021.05.25 13:44:50  
-04'00'  
\_\_\_\_\_  
United Launch Alliance,  
Todd R. Pankuch  
Launch Operation Lead, Contracts  
United Launch Alliance, LLC 9501  
E. Panorama Circle Centennial, CO  
80112-3401

DATE: \_\_\_\_\_

DATE: 25-May-2021