

**NON-REIMBURSABLE ANNEX TWO UNDER UMBRELLA
AGREEMENT NO. SAA2-403517
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
FOUNDER INSTITUTE, INCORPORATED
FOR
PHASE 2 – FOUNDER INSTITUTE ADVANCED TECHNOLOGY ACCELERATOR
PROGRAM**

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of detailing Phase 2 of the "Founder Institute Advanced Technology Accelerator Program." This annex will focus on transferring NASA technology to the startup ecosystem in the San Francisco Bay Area and throughout the United States. It will identify NASA technologies that are a match for the innovation ecosystem in the San Francisco Bay Area and the United States as well. The Founder Institute (FI) will work with the national innovation ecosystem to help identify aerospace technology startups and connect them to applicable NASA technologies that have viable commercial application.

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

ARTICLE 2. RESPONSIBILITIES

- A. NASA ARC will use reasonable efforts to:
1. At the start of each FI session, select technologies in a predetermined category in the NASA Technology Portfolio that have potential commercial application to encourage aerospace startups.
 2. Utilize mentoring sessions with aerospace industry startup companies to evaluate each startup's suitability for licensing agreements to transfer NASA technology and enter into such agreements as necessary and appropriate.
 3. Provide the subject matter experts (SMEs) to mentor startups on the application of selected technologies and to participate in a pitch event and showcase.
 4. Manage NASA innovator recruitment for participation in the program and recommend appropriate NASA expertise/IP, resources; excluding NASA facilities, equipment, etc.
 5. As appropriate, support outreach initiatives hosted by Partner for startups and share success stories of licensed technologies, to promote the commercialization of NASA technologies through startups.
 6. Support events hosted by Partner for startups and provide SMEs as part of the program launch and education on NASA's initiatives – i.e., speakers/panelists, for talks, webinars or Town Hall meetings.

7. Co-host a webinar with Partner to educate Partner’s audience about NASA’s initiatives and the licensing process.

B. Partner will use reasonable efforts to:

1. Provide input to NASA on the desired NASA technologies that have potential commercial application for prospective startups.
2. Engage prospective partners among space organizations, as well as academic, non-profit, public and private institutions to become startups for the commercial application of NASA technologies.
3. Connect appropriately qualified and competent startups within FI’s network of technology contacts for transfer of NASA technologies.
4. Coordinate with NASA’s Public Affairs Office with respect to press releases and other outreach and marketing efforts.
5. Lead general promotion of the program, its event, deadlines and fellowships via emails, social media, etc. In no case shall such promotion indicate or imply NASA endorsement of the Partner, its products, or its services.
6. Manage the Program, its processes, all of the events and sessions.
7. Leverage the existing Silicon Valley Program’s Mentors, Partners and Sponsors to support the program
8. Co-host a webinar to educate Partner audience about NASA’s initiatives.
9. Require the members of each startup to sign non-disclosure agreements covering at least all non-public information shared by NASA, including by subject matter experts in accordance with Article 2.A.3, of or relating to NASA inventions or other technical information originating from NASA or its Related Entities (as defined in Article 10 of the Umbrella Agreement).

ARTICLE 3. SCHEDULE AND MILESTONES

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

Milestones	Estimated Completion Date
Recruit Startups for the Program (Founder)	Each 14-week session in 2021 and 2022
Host a Live Founder Institute Virtual Event on NASA Technology Transfer geared toward aerospace startup companies. (Founder)	Between May 2021 and November 2022
Provide a list of technologies from the Tech Transfer Portfolio for Founder to use for the start-up program (NASA ARC)	Between May 2021 and November 2022
Host a Founder Institute Webinar on NASA Technology Transfer geared toward aerospace startup companies. (Founder)	Between May 2021 and November 2022
Begin the FI Program. (Founder)	Each 14-week session in 2021 and 2022

Provide mentoring sessions for start-ups that have additional questions or need more information on Licensing NASA Technology. (NASA ARC)	At agreed upon times between May 2021 and November 2022
Conclude the FI Program. (Founder)	November 2022

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 C of the *Intellectual Property Rights - Data Rights - Handling of Data* 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.

1. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate document.

2. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate document.

3. The following software and related Data will be provided to USGS under a separate Software Usage Agreement:

None.

ARTICLE 6. TERM OF ANNEX

This Annex 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 November 19, 2022, 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. POINTS OF CONTACT

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

Management Points of Contact

NASA Ames Research Center
Nahri Ahn
Agreements Manager
Phone: 650-604-1179
nahri.i.ahn@nasa.gov

Founder Institute, Incorporated
Andrew Crawford
Head of Finance
415-517-4108
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Technical Points of Contact

NASA Ames Research Center
Kimberly Minafra
Software Release Authority
Phone: 650-604-2457
kimberly.minafra@nasa.gov

Founder Institute, Incorporated
Ryan Micheletti
Director of Global Operations
650-743-6358
Ryan@fi.co

ARTICLE 9. MODIFICATIONS

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
AMES RESEARCH CENTER**

**FOUNDER INSTITUTE,
INCORPORATED**

BY: _____
Eugene L. Tu
Center Director

BY: Andrew Crawford
Andrew Crawford
Head of Finance

DATE: _____

DATE: April 20, 2021