

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LYNDON B. JOHNSON SPACE CENTER  
AND  
KBR WYLE SERVICES, LLC  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. SAA-SA-21-34167, DATED MAY 26, 2021 (ANNEX NUMBER 3)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of allowing KBR access to, and utilization of, NASA's Human Systems Engineering and Integration Division (HSEID) capabilities located at the Johnson Space Center for the purpose of performing human systems engineering and integration testing for commercial entities. KBR plans to utilize these capabilities to provide lighting analysis and testing to commercial space companies. Details of each capability requested will be contained in individual Capability Utilization Request Evaluation (CURE) forms.

The HSEID facilities offer a unique capability to perform a variety of human systems engineering and integration testing and analyses due to facility readiness and past experience of analysts in KBR performing similar activities for NASA's ISS Program and other customers. The JSC Lighting Laboratory is the primary source of optical verification and lighting simulations for spaceflight environments. Lighting Laboratory team members have over 40 years of combined experience in requirements verification, including but not limited to verification of visual monitoring conditions for safe docking to the International Space Station, verification of interior lighting conditions, and validation of light integration with interior and exterior camera systems. Laboratory facilities include a 25-foot by 25-foot darkroom incorporated into a 300-foot tunnel for controlled light testing, a fully characterized sun analogue - an assembly of plasma lamps capable of orbital light levels with solar spectrum - for use in physical test staging, and an imaging goniometer to characterize light beams for hemispherical range as well as a number of other meters for measuring luminance, illuminance, light scatter, and reflectance. Tests will be scheduled on a non-interference basis with NASA operations.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

ARTICLE 2. RESPONSIBILITIES

A. NASA JSC will use reasonable efforts to:

1. Provide Partner reasonable access to applicable facilities and/or resources.
2. Review and approve CURE forms submitted by Partner.
3. Monitor resource utilization and actual financial data to ensure compliance with estimates and advise KBR as soon as possible should the effort cost more than the estimate.

B. KBR will use reasonable efforts to:

1. Request approval from NASA for operations with a CURE form prior to initiating test or training operations.
2. Ensure adequate prepaid funding is in place to complete the operations.
3. Provide all necessary supplies and consumable resources to perform the requested operations, except those required directly from NASA.
4. Provide NASA with an annual summary and a final summary of HSEID Lighting Laboratory usage performed under this agreement.
5. Ensure that all participants in this activity have the required technical training and are badged to access NASA facilities, if required.
6. Ensure all Export Control requirements are met.
7. Ensure that there is no conflict of interest created by the performance of the analysis or access to data from vendors or customers.

### ARTICLE 3. SCHEDULE AND MILESTONES

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

KBR provides a CURE to NASA prior to facility Utilization. NASA reviews and approves submitted CURE form.	30 days in advance
KBR provides NASA with Monthly Technical Cost and Schedule reviews.	30 days post close of each month
KBR provides NASA with Yearly Summary.	60 days prior to anniversary of Execution Date of SAA on an annual basis
KBR provides a Final Summary Report to NASA.	60 days after expiration or termination of this SAA, whichever comes first

### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of up to \$60,003.36 for NASA to carry out its responsibilities under this Annex. KBR agrees to provide advanced payment to NASA, prior to facility utilization, equal to the amount of projected services and estimated costs. Payments for requested services shall be made more than two (2) weeks prior to the initiation of any work to ensure that funds are resident with NASA before Federal obligations are incurred in support of this Annex. Additional work beyond the initial estimated cost will be priced and agreed to by both parties. KBR agrees to provide payment for any additional requested services more than two (2) weeks prior to the initiation of any subsequent work under this agreement. Each payment shall be marked with "NASA Johnson Space Center, KBR Annex 3-HSEID Laboratory Lighting Facilities (SAA-SA-21-34167-03)".

B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, KBR will be advised by NASA as soon as possible. KBR shall pay all costs incurred and have the option of canceling the remaining effort or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one year after completion of all effort under this Annex, and promptly thereafter, at KBR's option return any unspent funds to KBR or apply any such unspent funds to other activities under the Umbrella Agreement. Return of unspent funds will be processed via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881).

#### 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 three 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 Background Data, if any, will be identified in a separate technical document.
3. Controlled Government Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
4. The following software and related Data will be provided to KBR 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. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration date of the Umbrella Agreement (SAA-SA-21-34167, expires May 26, 2026).

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 Lyndon B. Johnson Space Center  
Bradley Rhodes  
Commercialization Lead  
Mail Stop: SA  
2101 NASA Parkway  
Houston, Texas 77058  
Phone: (281) 483-0227  
bradley.rhodes@nasa.gov

KBR WYLE SERVICES, LLC  
Keith Kreutzberg  
Program Manager, Human Health &  
Performance Contract  
2400 NASA Parkway  
Houston, TX 77058  
Phone: (281) 204-1683  
keith.kreutzberg@us.kbr.com

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and KBR. 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  
LYNDON B. JOHNSON SPACE  
CENTER

KBR WYLE SERVICES, LLC

BY: \_\_\_\_\_  
John T. Sims  
Director, Human Health and Performance

BY: \_\_\_\_\_  
Bruce White  
Sr. Director, Legal

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

DATE: July 5, 2022