

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AND  
WHA INTERNATIONAL, INC  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. 36170, DATED 3/4/2022 (ANNEX NUMBER 4).

ARTICLE 1. PURPOSE

This annex shall be for the purpose of providing the "Composite Overwrapped Pressure Vessel Damage Detection Course" (COPV DDC) Composite Overwrap Pressure Vessel (COPV): While basic pressure vessel evaluation services may be commercially available, WSTF possesses uniquely instrumented test facilities and equipment that allow it to provide unprecedented flaw detection and to collect flight rationale data not available in the commercial marketplace. Further, NASA inspection equipment not found in the commercial market provide unprecedented insights into COPV structural health and response. Customers require these higher levels of pressure vessel evaluation and analysis when certifying vessels to sensitive and potentially catastrophic applications such as spaceflight and automotive fields. Since the inception of the technology in the 1970's, WSTF has been at the forefront of NASA efforts to test and evaluate COPV technology.

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 WSTF will use reasonable efforts to:

1. Coordinate with WHA to determine the dates, schedule and location for the course. Class attendance will be limited to 20 students.
2. Provide instructor(s) to teach the course.
3. Review, update and edit course curriculum.
4. Travel for the WSTF instructors will be arranged and executed by NASA.
5. Provide course materials and coordinate shipping of training materials (course books, inspection articles, etc.) to the training facility.

6. Provide Certificates of Completion to all attendees who meet the qualifications for course completion.

7. Enter all names of students who received "Certificates of Completion" for the COPV DDC course into the WSTF COPV DDC database.

B. Partner will use reasonable efforts to:

1. Send WSTF a request to conduct COPV DDC training and provide funds prior to the start of scheduled training date(s).

2. Coordinate with WSTF to determine the dates, schedule and location of the training classes. Travel costs may vary depending upon training location.

3. Identify and reserve a location to conduct the training. Training location needs to meet requirements described in the following responsibility.

4. Provide secure training facilities that meet WSTF's requirements to be able to conduct training. This includes tables, chairs and audio/video (A/V) equipment for presentations (in the form of PowerPoint). Adequate visual inspection lighting (50-candle watt (CW)) will also be needed at the training facility/location. The training location will need to be secured a minimum of one-half day prior to scheduled training dates and extend through the evening of the last training day to allow for course preparation (unpacking and packing) of training material.

5. Training facility shall be secured in such a way that training material may be left unattended after initial set-up and completion until course material pack-up.

6. Administer and provide lists of class attendees one day prior to course start date, including nationality if non-U.S. citizens.

### ARTICLE 3. SCHEDULE AND MILESTONES

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

WHA will send WSTF a request to conduct a COPV DDC course; WSTF and SSC will coordinate schedule date(s) and locations for requested training; WHA will send appropriate amount of funds per Article 4.	Within 4 weeks of agreed upon training
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WSTF will review and edit course curriculum and	Within 1 week of scheduled
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ship/transport training materials and course books to WHA.	training
WHA will accept and secure the training articles and course books in a controlled area.	Upon receipt of articles and course books at training site
WHA will provide for a secure training facility per WSTF's requirements and will locate the training material to the training facility as required.	½ day before and through duration of the course
WSTF will provide instructor(s) and travel to agreed upon training location.	Per scheduled training
WSTF will mail or deliver the "Certificates of Completion" to WHA POC as dictated by the training and enter appropriate attendees name(s) into WSTF training database.	Within 4 weeks of course completion

#### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$67,124.95 for NASA to carry out its responsibilities under this Annex. The Partner agrees to pay \$21,124.95 prior to initiation of work under the Agreement. Additional funds will be requested as Partner requests additional work.

Each payment shall be marked with SAA-RA-21-36170-04.

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, Partner will be advised by NASA as soon as possible. Partner 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 [insert timeframe, cannot exceed one year] after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner 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 one year.

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:

[Insert name and NASA Case # of the software; if none, insert "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 three 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. TERMINATION

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 White Sands Test Facility  
Jason Noble  
Director, White Sands Test Facility  
12600 NASA Road  
Las Cruces, NM 88012  
Phone: 575-524-5069  
jason.e.noble@nasa.gov

WHA INTERNATIONAL, INC  
Gwenael Chiffolleau  
Chief Executive Officer  
5605 Dona Ana Road  
Las Cruces, NM 88007-5953  
Phone: 575-523-5623  
Gwenael@wha-intl.com

#### 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

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
WHITE SANDS TEST FACILITY

WHA INTERNATIONAL, INC

BY: \_\_\_\_\_  
Jason E. Noble  
Director, White Sands Test Facility

BY: Nota Franzoy signing for Gwenael Chiffolleau  
Gwenael Chiffolleau  
Chief Executive Officer

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

DATE: 07/25/2024 \_\_\_\_\_