REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER
AND ADVANCED MISSION PARTNERS, LLC
FOR METROLOGY VALIDATION AND FABRICATION OF SPACE VEHICLE
MECHANICAL HARDWARE COMPONENTS.

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by 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") and Advanced Mission Partners, LLC located at 930 International Drive, STE 100, Linthicum Heights, MD 21090-2232 (hereinafter referred to as "Partner" or "AMP"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The National Aeronautics and Space Administration ("NASA") and the Advanced Mission Partners LLC (AMP) wishes to establish a partnership that will provide NASA services required to support unique fabrication hardware, and metrology validation efforts at the Goddard Space Flight Center ("GSFC"). Under this arrangement, AMP requires fabrication and metrology-mechanical inspection support services available at NASA Goddard Space Flight Center ("GSFC") including project management, mechanical design, precision machining, and metrology for the validation and fabrication of mechanical hardware. GSFC will validate design, provide precision machining, and metrology services resulting in hardware fabrication and quality validation. Operations at GSFC will consist of maintaining a complete manufacturing facility to meet the NASA requirements and the AMP requirements as reasonably necessary for this agreement. This facility includes conventional machining equipment, numerically controlled (NC) machining centers, mechanical design support, a metrology lab, electroplating, an advanced composite lab, and precision assembly equipment. Advanced Mission Partner cannot obtain these toolless assembly metrology services in the industry, due to the fact that these services were developed at GSFC.

ARTICLE 3. RESPONSIBILITIES

A. NASA GSFC will use reasonable efforts to:

1. Provide a program manager who shall be the primary point of contact to provide all information on this project including any issues surrounding scope, schedule, cost, or risks.

2. Provide a primary and back-up point of contact ("POC") to receive all support requests.
3. Respond to each project support request within 5 days of receipt of funding commitment from the customer.
4. Activities shall include collecting mechanical drawing requirements, reviewing the statement of work, and creating the project plan. Assign an equipment specialist to monitor requirements in the manufacturing workflow.
5. Perform initial manufacturing methods plan of action meeting to support the validation and manufacturing of hardware.
6. Provide task review, estimated costs, and delivery schedule estimation in support of specification in each request.
7. Develop and revise an anticipated schedule for each task and proactively monitor the production schedule to meet the agreed upon delivery.
8. Perform validation and fabrication support processes to manufacturing work instructions resulting in conforming product.
9. GSFC's AMB program manager shall advise the customer at the earliest opportunity of schedule, scope, or cost impacts and shall escalate all risks to the customer. Risk communication shall define the risk and the risk response. All changes to scope, schedule and cost must be in writing, agreed upon by both parties, and will be maintained throughout the life of the program. Once the program is closed, both parties shall archive applicable documents and data.
10. Provide manufacturing services applicable to the component parts requirement defined in the statement of work.
11. Provide a monthly status report throughout the performance of this delivery order.

AMP will use reasonable efforts to:

1. Provide a primary and back-up POC who provides requests to NASA GSFC AMB and answers to any related questions.
2. Provide statement of work (SOW) for support to NASA GSFSC AMB.
3. Provide GSFC with the necessary background information and technical documentation to accomplish the tasks defined under this statement of work.
4. Provide funding andor schedule modification approvals to GSFC as required to support customer directed configuration / engineering changes, within timeframes to meet project schedules.
5. Attend all program meetings and reviews hosted by GSFC.
6. Direct and schedule test events with the appropriate coordinating activities to meet the agreed upon schedule.
7. Coordinate with the GSFC AMB project manager in receiving periodic program status reports that discuss cost, schedule and technical performance related to project efforts, at intervals requested by project manager.
8. Provide andor participate in required manufacturing status meetings.
9. Provide on-site technical support at GSFC facilities as required and requested during the execution of project efforts.

10. Review and adjudicate all GSFC requests for configuration / engineering changes and related schedule modifications required within timeframes to meet project schedules.
11. If required, participate in the testing andor inspection andor acceptance process for Project deliverables. Provide formal acceptance of completed deliverables from GSFC prior to delivery via any form required by the quality management group of GSFC.
12. If required, provide subject matter experts (SME) to specify how any hardware shall be assembled. The SMEs shall have the means to work directly with GSFC personnel to develop technical data for the assembly over the entirety of the project.
13. Provide annual forecast of requested support to include validation and fabrication needs.

ARTICLE 4. SCHEDULE AND MILESTONES

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

AMP will provide NASA SOW, background information, and technical documents (Effective Date of Receipt (EDR).	June 2025
Nasa will assign equipment Specialist	EDR 1 day
NASA will respond to AMP project support request	EDR 2-5 days
NASA and AMP will attend manufacturing meeting	EDR 10 days
NASA will provide AMP with task review, verified estimated costs, and delivery schedule	EDR 10 days
NASA will perform validation and Fabrication processes	EDR 12-15 days
NASA will provide manufacturer parts and traceability documents to AMP	EDR 12-20 days
NASA will provide AMP Delivery of Status Report	EDR weekly during process

ARTICLE 5. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of $10,000,000.00 for NASA to carry out its responsibilities under this Agreement. In no event will NASA transfer any U.S. Government funds to Partner under this Agreement. Payment must be made by Partner in advance of initiation of NASA's efforts on behalf of the Partner.
The Partner will pay NASA GSFC an estimated cost of $2,000,000 annually during the term of this agreement.

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 https://www.nasa.gov/specials/nssc-pay/ and select the appropriate NASA Center for the agreement from the drop down; 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
Building 1111,
Jerry Hlass Rd.,
Stennis Space Center, MS 39529

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. NASA will not provide services or incur costs beyond the existing payment. 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 Agreement will be accomplished for the above 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 has the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement 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 (1) year] after completion of all effort under this Agreement, and promptly thereafter return any unspent funds to Partner. 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).

D. 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 Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of its goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY

A. Partner hereby waives any claims against NASA or one or more of its Related Entities for any injury to, or death of, Partner or one or more of its Related Entities, or for damage to, or loss of, Partner's property or the property of its Related Entities, arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. For purposes of this Agreement, "Related Entities" shall mean contractors and subcontractors of a Party at any tier; grantees, investigators, customers, and users of a Party at any tier and their contractors or subcontractor at any tier; or, employees of the Party or any of the foregoing.

B. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA and its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. In the event the U.S. Government incurs any liability based upon Partner's failure to provide for the waiver by Partner's Related Entities set out above, Partner agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for liability by Partner's Related Entities.

C. In the event U.S. Government property is damaged as a result of activities conducted under this Agreement, except in the case of gross negligence or willful misconduct by NASA, Partner shall be solely responsible for the repair and restoration of such property subject to NASA direction. Prior to issuing such direction, NASA will consider input from Partner and other factors such as the extent to which damage was attributable to the activity and the respective responsibilities of each party as described in the agreement.

D. Notwithstanding the other provisions of this Article, the waiver of liability set forth in this section shall not be applicable to:
i. Claims between Partner and its own Related Entity or between its own Related Entities;
ii. Claims made by a natural person, his/her estate, survivors, or anyone claiming by or through him/her (except when such person or entity is a Party to this Agreement or is otherwise bound by the terms of this waiver) for bodily injury to, or other impairment of health of, or death of, such person;
iii. Claims for damage caused by willful misconduct;
iv. Intellectual property claims;
v. Claims for damage resulting from a failure of Partner to extend the waiver of liability to its Related Entities, pursuant to paragraph B of this Article; or
vi. Claims by Partner arising out of or relating to NASA's failure to perform its obligations under this Agreement.

ARTICLE 9. PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in an SAA, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

ARTICLE 10. LIABILITY - INSURANCE FOR DAMAGE TO NASA PROPERTY

A. Partner shall, at no cost to NASA, maintain throughout the term of the Agreement, insurance covering claims for bodily injury, personal injury, death, property damage, or other loss or damages arising from any activities conducted under this Agreement at such limits and upon such terms as are acceptable to NASA in its reasonable discretion, and shall provide NASA acceptable evidence of such insurance. Policy(ies) for property insurance must cover the cost of repair or replacement (as reasonably determined by NASA) of any U.S. Government property (real or personal) damaged as a result of activities conducted under this Agreement.

B. By signing this Agreement, Partner certifies that all insurance required under this Agreement is in effect, and is issued by companies with a credit rating of at least "A-" and a financial size category of at least "VIII" in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise mutually acceptable to the Parties) and are licensed to do and doing business in all states in which activities will be conducted under the Agreement. NASA is not obligated to provide access to its facilities or equipment under this Agreement until and unless the insurance required by this section is in effect. Any deductibles selected by Partner for any insurance coverage shall be the sole responsibility of Partner.

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Contributing Entity" means a contractor, subcontractor, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged, and that includes a restrictive notice, unless the Data is:
a. known or available from other sources without restriction;
b. known, possessed, or developed independently;
c. made available by the owners to others without restriction; or
d. required by law or court order to be disclosed without restriction.
4. "Background Data" means Partner's Proprietary Data developed outside of this Agreement.
5. "Third Party Proprietary Data" means Proprietary Data of third parties that disclosing Party has agreed to protect or where the Government is required to protect under federal law (e.g., 18 U.S.C. §1905).
6. "Controlled Government Data" means information the United States Government creates or possesses that requires safeguarding or dissemination controls.
7. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
8. 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 meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
9. If the Parties exchange Data having a notice that the receiving Party deems is ambiguous or unauthorized, the receiving Party shall notify the disclosing Party. If the notice indicates a restriction, the receiving Party shall protect the Data under this Article until otherwise directed in writing by the disclosing Party.
10. The Data rights herein apply to the employees and Contributing Entities of Partner. Partner shall ensure that its employees and Contributing Entity employees know about and are bound by the obligations under this Article.
11. Disclaimer of Liability: Neither Party is restricted in, or liable for, the use, disclosure, or reproduction of Proprietary Data without a restrictive notice. NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data Partner gives, or is required to give, the U.S. Government without restriction.
12. Partner may use the following or a similar restrictive notice:
Proprietary Data Notice
The data herein include Proprietary Data and are restricted under the Intellectual Property - Data Rights provisions of Space Act Agreement [provide applicable identifying information].

Partner should also mark each page containing Proprietary Data with the following or a similar legend: "Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."

B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Contributing Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will both mark it with a restrictive notice and use reasonable efforts to protect it for one year after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the disclosing Party identifies the Data as such when providing it to the receiving Party, the receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:
1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the receiving Party's responsibilities under this Agreement.

2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as disclosing Party) may provide the other Party or its Contributing Entities (as receiving Party) any Background Data, Controlled Government Data, and/or Third Party Proprietary Data, subject to the following conditions:
a. Background Data, 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
b. Background Data, Third Party Proprietary Data, and Controlled Government Data shall be identified in a separate technical document. The technical document should be comprehensive, should be kept current, and does not supersede any restrictive notice on the Data.
2. Notwithstanding H.3., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the software and related Data in accordance with the SUA. The NASA software and related Data expected to be provided is:
None
3. For such Data identified with a restrictive notice pursuant to H.1, receiving Party shall:
a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
b. Safeguard such Data from unauthorized use and disclosure;
c. Allow access to such Data only to its employees and any Contributing Entity requiring access under this Agreement, or as required by law or court order to be disclosed;
d. Except as otherwise indicated in 3.c., preclude disclosure outside receiving Party's organization;
e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Contributing Entity with access about their obligations under this Article; and
f. Dispose of such Data as disclosing Party directs.

I. Oral and visual information

If either Party discloses Proprietary Data or Controlled Government Data orally or visually, the other Party will have no duty to restrict, or liability for disclosure or use, unless the disclosing party:

1. Orally informs the other Party before initial disclosure that the Data is Proprietary Data or Controlled Government Data, and
2. Reduces the Data to tangible form with a restrictive notice and gives it to the other Party within ten (10) calendar days after disclosure.

ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. "Contributing Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

B. The invention and patent rights herein apply to employees and Contributing Entities of Partner. Partner shall ensure that its employees and Contributing Entity employees know about and are bound by the obligations under this Article.

C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Contributing Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 13. USE OF PARTIES' NAME AND IDENTIFIERS

A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner

must submit any proposed use of the emblems to NASA Communications for review and approval.

C. Partner Name and Trademarks

NASA shall not use Partner's name or trademarks in any way that suggests Partner endorses NASA. NASA will make no use of the Partner trademarks except as permitted by law and this Agreement.

ARTICLE 14. 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 Agreement as desired. Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115- 10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement, which in the case of umbrella agreements includes any associated annexes, will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 15. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided under this Agreement are provided "as is." Parties make no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither Party nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 16. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partnerresulting from activities

conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 17. 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, including use of Interconnection Security Agreements (ISAs), when applicable.

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 the requirements in Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019, Public Law 115-232:

1. In performing this Agreement, Partner will not use, integrate with a NASA system, or procure with NASA funds (if applicable), "covered telecommunications equipment or services" (as defined in Section 889(f)(3) of the NDAA).
2. The Partner will ensure that the provisions of this Article apply to its Related Entities.

ARTICLE 18. TERM OF AGREEMENT

This Agreement 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 19. TERMINATION

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party. In the event of such termination, Partner will be obligated to reimburse NASA for all costs for which the Partner was responsible and that have been incurred in support of this Agreement up to the date the termination notice is received by NASA. Where Partner terminates this Agreement, Partner will also be responsible for termination costs.

ARTICLE 20. 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", "Intellectual Property Rights"-related clauses, and "Financial Obligations" shall survive such expiration or termination of this Agreement.

ARTICLE 21. POINTS OF CONTACT

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

Management Points of Contact

NASA Goddard Space Flight Center
Donneise Briscoe
Equipment Specialist
8800 Greenbelt Road
Greenbelt, Maryland 20771
Phone: 301.286.8364
donneise.j.briscoe@nasa.gov

Advanced Mission Partners, LLC
Jerry Newlin
Advanced Mission Partners, President
930 International Drive
STE 100
Linthicum Heights, MD 21090-2232
Phone: 571.524.2089
Jnewlin@amp-hq.com

ARTICLE 22. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner 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 this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 23. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 24. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 25. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 26. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 27. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 28. SIGNATORY AUTHORITY

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

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER

BY: Joanne Hill-kittle Digitally signed by Joanne Hill-kittle Date: 2025.06.23 09:13:12 -04'00'

Joanne E. Hill-Kittle
Senior Executive to
The Office of the Center Director

DATE: _____

ADVANCED MISSION PARTNERS, LLC

BY: Jerry Newlin Digitally signed by Jerry Newlin Date: 2025.06.17 12:10:28 -04'00'

Jerry Newlin
Advanced Mission Partners, President

DATE: 6/17/2025