

REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GLENN RESEARCH CENTER
AND
VOYAGER TECHNOLOGIES
FOR
AEROSOL TESTING AND ANALYSIS

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 Glenn Research Center, located at 21000 Brookpark Road, Cleveland, OH 44135 (hereinafter referred to as "NASA" or "NASA GRC") and Voyager Technologies, located at 6749 Engle Road, Middleburg Heights, OH 44130-7993 (hereinafter referred to as "Partner" or "Voyager"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The purpose of this Agreement is for Voyager to utilize NASA GRC's Gases and Aerosols from Smoldering Polymers ("GASP") Lab to conduct experimental tests on selected aerosols to generate a valid photometric calibration factor for accurate mass measurement and to characterize the particle size distribution used in flight testing. This activity is consistent with NASA's mission to maintain its expertise and leadership in spacecraft fire safety, which includes smoke detector development activities.

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Provide NASA GRC subject matter experts in aerosol testing to address test requirement matters within NASA GRC's GASP Lab capabilities.
2. Review Voyager's proposed test procedure to ensure compatibility with the NASA GRC's GASP Lab capabilities.
3. Facilitate access to NASA GRC GASP Lab for designated Voyager personnel involved in the aerosol testing process
4. Operate the GASP Lab test equipment to perform mass calibration test and particle size analysis.
5. Provide aerosol test report to Voyager following required testing.

B. Voyager will use reasonable efforts to:

1. Provide test procedure for NASA GRC review and approval two weeks before commencing with the desired testing at NASA GRC.
2. Provide NASA GRC with all pertinent information for Voyager employees requiring access to the GASP Lab, located at NASA GRC building 110, Room 152 and comply with all NASA protocols for entry to Lewis Field.

3. Provide hardware and any other equipment necessary to conduct the aerosol testing.

ARTICLE 4. SCHEDULE AND MILESTONES

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

1. The Parties to attend either virtual or in-person pre-planning meeting for coordination of a series of tests to be performed by NASA GRC. On or about September 2025
2. Voyager to provide the aerosol test plan to NASA GRC for review and concurrence. On or about September 2025
3. Voyager to provide hardware and any other equipment necessary to conduct the aerosol testing. On or about September 2025
4. NASA GRC to conduct aerosol testing with pre-approved Voyager personnel at NASA GRC GASP Lab. On or about September 2025
5. NASA GRC to send draft report of testing to Voyager. On or about September 2025
6. NASA GRC to send final report of testing to Voyager. On or about September 2025

ARTICLE 5. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$5,950.00 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.

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/forms/nssc-pay-gov/> and select the appropriate NASA Center for the agreement from the drop down; or

(3) ACH Credit Payment to NASA (Center Name) – (Select ALC for Specific Center) through the ACH Credit Payment Instructions under the ACH Credit Payment paragraph at <https://www.nasa.gov/centers-and-facilities/nssc/accounts-receivable/>.

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 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. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

Information and data exchanged under this Agreement is exchanged without restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this Agreement or agreed to by the Parties for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 10. 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 11. 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 12. 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 13. 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 14. 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 Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 15. 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 16. 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 six (6) months from the Effective Date, whichever comes first.

ARTICLE 17. 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 18. 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 19. 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

Aaron S. Weaver
Acting Chief, Human Exploration and
Space Operations Projects Office
Mail Stop: 162-7
21000 Brookpark Road
Cleveland, OH 44135
Phone: (216) 339-7936
aaron.s.weaver@nasa.gov

Voyager Technologies

James Shaffner
Contracts Manager, Exploration Systems
6745 Engle Road
Middleburg Heights, OH 44130-7993
Phone: (440) 625-1965
james.shaffner@voyagertechnologies.com

Technical Points of Contact:

NASA

Nancy R. Hall
GRC HUNCH and FBCE Project
Manager
21000 Brookpark Road
Cleveland, OH 44135
Phone: (216) 385-6302
nancy.r.hall@nasa.gov

Voyager Technologies

Andrew Bowser
6745 Engle Road
Middleburg Heights, OH 44130-7993
andrew.bowser@voyagertechnologies.com

ARTICLE 20. 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 21. MODIFICATIONS

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

ARTICLE 22. 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 23. 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 24. 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 25. GOVERNMENT PROPERTY

A. NASA Equipment.

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

B. NASA Real Property.

In the event the Partner seeks to occupy NASA real property, to exercise exclusive use over NASA real property, or to improve NASA real property, NASA may require the

Parties enter into a real property agreement in accordance with NASA's standard processes and procedures.

ARTICLE 25. 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
GLENN RESEARCH CENTER

VOYAGER TECHNOLOGIES

BY: _____
Michael J. Barrett, Ph.D.
Director of Space Flight Systems

BY: _____
James Shaffner
Contracts Manager, Exploration Systems

DATE: _____

DATE: _____