

Associate Contractor Agreement (ACA)

Laboratory Support Services and Operations (LASSO II)

&

Base Operations and Spaceport Services Contract (BOSS)

BASIC – August 17, 2023



Associate Contractor Agreement

Engineering Research and Consulting, Inc. and PAE-SGT Partners, LLC are executing the following contracts with NASA supporting the Kennedy Space Center (KSC):

- **Laboratory Support Services and Operations (LASSO II)** *80KSC022CA010*

  Contract Summary: The Laboratory Support Services and Operations (LASSO II) contract operates and maintains a diverse set of laboratories, developmental shops and test facilities to provide laboratory services for the Kennedy Space Center (KSC) in support of multiple customers. The scope of this contract includes program management; laboratory maintenance and support; operational laboratory services; and professional and technical support for scientific research and engineering analysis, test and evaluation in laboratory environments.

- **Base Operations and Spaceport Services Contract (BOSS)** *80KSC018C0017*

  Contract Summary: The purpose of the Base Operations and Spaceport Services (BOSS) Contract is to provide mission-focused institutional support at the National Aeronautics and Space Administration (NASA) Kennedy Space Center (KSC) and NASA facilities on Cape Canaveral Air Force Station (CCAFS). This support includes operations, maintenance, and engineering (OM&E) of assigned facilities, systems, equipment, and utilities (FSEU); work management and Spaceport integration functions; mission support and launch readiness management; project management and design engineering services; construction support services; and institutional logistics.

The parties (hereinafter referred to as the Associates) to this Associate Contractor Agreement (ACA), effective as of the latest dated signature appearing on the final page, agree to work together as described herein where beneficial in the performance of their respective contractual requirements.

1.0 PURPOSE

The ability of the Associates to fulfill their obligations under their respective prime Government contracts will be enhanced with a close working relationship among the Associates.

Associate relationships are required for expeditious exchange of management and technical data among contractors. The Associates are strongly encouraged to seek out and foster cooperative efforts that will benefit NASA with increased safety, efficiency, and productivity.

This ACA establishes the responsibilities of the Associates and procedures for implementation thereof. No Associate intends to assume nor shall this ACA be construed to impose any obligation that exceeds the scope of, or is inconsistent with, any of the obligations of any Associate under its respective prime contract with the Government. The Associates shall retain their responsibilities for timely performance under their respective prime contracts. Any adverse impact on performance or delays in delivery under their respective prime contracts shall be subject to the terms of the applicable prime

contract and none of the Associates shall be liable to the other hereunder for any such impacts or delays.

2.0 RESPONSIBILITIES OF THE ASSOCIATES

A. The Associates hereby agree to cooperate with each other. This involves:

   a. Maintenance of a close liaison.

   b. Delineation of detailed interface responsibilities, when beneficial, through Operational Agreements (OAs).

   c. Any OAs that are entered into between the Associates shall at a minimum:

      i. Contain a title, a statement of purpose and scope, a statement of specific task definition, and the interfaces involved.

      ii. Identify responsible organizations and Points of Contact (POC) for tasks and/or interfaces.

B. The Associates agree to proactively seek out and implement process improvements in order to improve the data exchange called for in their respective OAs.

C. The Associates agree to provide status on OA completion dates to each Contractor's Leadership Team representative.

3.0 BASIC TENETS

A. This ACA in no way modifies nor supersedes the aforementioned prime contracts. Each Associate's responsibility to exchange information under this ACA shall be determined exclusively by its prime contract. In the event of conflict between this ACA or any subsequent OA and those of the aforesaid Government prime contracts, the terms, conditions, and other provisions of the Government prime contracts shall always take precedence.

B. Associates shall not exchange proprietary data pursuant to this Agreement. If the Associates agree to exchange proprietary data, they shall enter into a Proprietary Information Exchange Agreement.

C. All "technical data" as defined in the U.S. regulations cited in this paragraph that are also subject to the terms of this ACA shall be governed by those regulations. Specifically, such "technical data" shall be governed by the International Traffic in Arms Regulations (22 C.F.R. §§ 120-130)(as amended)) and the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774 (as amended)), as applicable. Further, handling and dissemination of all such "technical data" shall also be in accordance with applicable export control provisions contained in the Associate's respective prime contracts. Each Associate hereby represents, certifies and warrants that it shall not make any export or re-export of said "technical data" absent the requisite authority to do so under applicable regulation.

D. The Associates may also have commercial business outside of their prime contract, such as NASA authorized Contractor Third Party Work or contracts

particular to the partners of the Associate. The Associates agree not to use any information that may be available through NASA systems, or the capabilities or cost information learned by virtue of each Associate's support through their respective prime contracts, in any competitive bid for work inside Kennedy Space Center or Cape Canaveral Air Force Station.

4.0 ORGANIZATION

The ACA process will be facilitated via a two-tiered organizational structure:

A. The Leadership Team, consisting of program, technical and/or contractual representatives appointed by the respective Associates, will be responsible for final approval of the basic ACA, overseeing the relationship, empowering appropriate lower-tier members within their respective organizations, and for resolving issues and developing ACA program procedures. The Leadership Team shall be the primary interface between the Associates.

B. Functional Working Groups, consisting of program, technical and/or contractual representatives designated by the cognizant Leadership Team members, will be responsible for contributing to development of individual OAs between affected Associates as necessary, and for fulfilling the day-to-day responsibilities thereof. The Functional Working Groups will serve as the initial level of issue resolution before involving the Leadership Team members.

5.0 DISPUTE RESOLUTION

A. Any disputes or disagreements between the Associates hereto shall first be subject to good faith negotiations.

B. In the event that the Associates are unable to agree upon any such interface matter of substance, or if the technical data identified is not provided as scheduled, the Functional Working Groups of the affected Associates will pursue resolution of the dispute.

C. If the Functional Working Groups are not able to resolve the dispute, the Leadership Team shall promptly consult and pursue resolution of the particular issue.

D. In the event that such resolution is not satisfactory to the Associates involved in the dispute, the Associates shall promptly refer the matter to the NASA Contracting Officers of their respective prime contracts for resolution.

6.0 DOCUMENTATION STRUCTURE

The ACA documentation will be implemented via a two-tiered structure:

A. **The Associate Contractor Agreement (ACA)** is the enabling agreement between the Associates, and documents the basic working agreement between the Associates. It envisions that Operational Agreements (OAs) will be established between the Associates to document interfaces and exchange requirements specific to a particular product, process, or functional area. None of the OAs can amend or relieve the terms of this ACA. The ACA will formalize the processes to identify and resolve Associate-to-Associate issues within the contractor

community. The basic ACA contains the ground-rule responsibilities and interfaces. It also includes, in Attachment A, an overview of the services and products that each Associate will provide to the other Associate. The execution of the ACA will be determined by each Associate according to their policies and procedures and in compliance with any related OAs. A copy of the executed ACA will be provided to each Associate's NASA Contracting Officer's Representative (COR), if required.

Any Associate may initiate revision of the ACA. Documentation concerning a proposed revision is to be forwarded to the Leadership Team designated focal for membership evaluation and consideration. To the extent that changes to an Associate's prime contract impact the terms of this ACA, the Associates agree to negotiate and amend this ACA or applicable OAs to provide the required consistency. Revisions or modifications to this ACA will be made by written amendment executed by duly authorized representatives of the Associates.

Upon expiration or termination by the Government of an Associate's prime contract this ACA will be modified. An Associate may withdraw from this ACA by providing thirty (30) days written notice to the other Associates. Termination of the ACA for any reason shall not affect the Associates' rights or obligations under the liability provision at paragraph 6C below.

B. **Operational Agreements (OAs),** executed only between Associates affected by the data exchange or other support interface requirement involved, will be utilized to document the long-term, day-to-day relationship between the particular Associates. The OA will reflect the detailed operational interfaces, responsibilities, requirements, schedules, and points of contact involved in the respective exchange. Execution of the written document will be as determined by each Associate according to their policies and procedures.

   Each OA is to contain a title, a statement of purpose and scope, a statement of specific task definition, the interfaces involved, and identification of responsible organizations for tasks and/or interfaces. The OA will incorporate this ACA by reference and shall not amend or relieve the terms of this ACA.

   OAs may be initiated or revised by any Associate and are to be forwarded to the affected Leadership Team representatives for review to ensure consistency. The initiating Associate is responsible for ensuring coordination between all involved Functional Working Group members, arranging review meetings and obtaining the appropriate concurrences. The new or revised OAs are to be distributed by the initiating Associate to those Associates affected by it and the initiating associate will provide notification of the execution of the OA to the KPLSS II and LASSO Contractors whom will maintain a register of all OAs.

   An OA may be terminated by thirty (30) days written notice to the affected Associates and the Notice of termination will direct the disposition of data belonging to the Associates.

C. **Liability:** NO ASSOCIATE MAKES ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO

REPRESENTATIONS CONCERNING THE CONTENT OR ACCURACY OF ANY DOCUMENT AND/OR INFORMATION WHICH MAY BE EXCHANGED BY THE ASSOCIATES, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXCLUDED. IN NO EVENT SHALL ANY ASSOCIATE BE LIABLE TO THE OTHERS FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATED TO ITS PERFORMANCE OF THIS ACA OR RELATING TO THE INFORMATION DISCLOSED HEREUNDER.

No Associate shall be liable to another as a consequence of any infringement of patent applications, copyrights, trademarks, service marks, or trade secret material owned or controlled by any third party of any country. This ACA shall not be construed to grant any rights or licenses under any patents or copyrights, or applications therefore, belonging to or controlled by one Associate to another.

7.0 INSTRUCTIONS FOR EXCHANGE OF TECHNICAL INFORMATION

Each Associate's responsibility to exchange information under this ACA shall be determined exclusively by its prime contract. The specific details concerning each exchange, as well as the method and format, will be defined in the OAs.

From time to time, data may be requested by an Associate that is preliminary or incomplete and thus subject to change. The content of such data will be defined in the OAs. In the event that the Associate receiving the data relies upon the incomplete data, the receiving Associate is fully responsible for any actions resulting from reliance on the incomplete data.

The Primary Points of Contact (POCs) for each Associate will be the respective Leadership Team members. POCs for a particular OA will include POC name and contact information (phone, fax, e-mail) and an identification of the major area of data for which the POC is the interface. All interface-related communications, formal and informal, shall be conducted through the designated POCs, or their designees, who will be identified in writing.

Informal communications, including telephone conversations, are encouraged for discussion and expediting the exchange of information. Any commitments agreed upon by the POCs during informal communications shall be documented (email is acceptable). Electronic recording of oral communications shall not be made without consent of both parties.

8.0 OTHER CLAUSES

A. Any and all costs, expense or liability incurred by an Associate arising from its performance pursuant to this ACA or an OA shall be borne by each Associate separately, and no Associate shall be liable or obligated to any other in any manner whatsoever under this ACA. Costs related to this ACA or performance under a particular OA will be accounted for and charged in accordance with each Associate's internal policies and procedures and as may be appropriate under the terms of their respective prime contract. No Associate shall have an obligation to exchange data or information or equipment without receipt of adequate funding, or

in the case of equipment, written authorization, from the US Government to support such initiatives. If, at any time, there are funding changes on the Programs which affect an Associate's ability to comply with this ACA, the affected Associate shall immediately communicate such to the other Associates with the intention of resolving the matter quickly.

B. This ACA contains the entire agreement and understanding between the Associates relating to the subject matter hereof. This supersedes and cancels all prior communications, agreements and understandings between them with respect to coordination of the performance of their obligations under their prime contracts. However, this Agreement does not affect any proprietary information exchange agreements that are effective at the time of signing of this ACA or which may be executed in conjunction with this ACA and which cover any information related to activities addressed in the ACA or the Associates' respective prime contracts.

C. It is understood that each Associate is an independent contractor. The Associates do not intend nor shall this ACA be construed as creating a joint venture, partnership, agency relationship, or other legal entity between any or all of the Associates. No Associate shall have any authority to act for or bind another Associate in any respect whatsoever, nor to incur any debts or liabilities in the name of or on behalf of another Associate.

D. If any covenant, agreement, term or provision of this ACA, or the application thereof to any situation or circumstances, shall be invalid or unenforceable, the remainder of this ACA, or the application of such covenant, agreement, term, or provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected.

E. GOVERNING LAW. The laws of the State of Florida, excluding its conflicts of law provisions, shall govern the validity and interpretation of this ACA.

IN WITNESS WHEREOF, the Associates have caused this ACA to be executed by their duly authorized representatives as of the dates set forth below.

APPROVED:
Engineering Research and Consulting, Inc. Laboratory Support Services and Operations Contract (LASSO II) – 80KSC017C0012
[redacted] Director of Contracts, ERC Programs
PAE-SGT Partners LLC Base Operations and Spaceport Services (BOSS) – 80KSC018C0017
[redacted] BOSS Program Manager

ATTACHMENT A
(Overview of services and products that will be provided)

Services to be Provided by LASSO II to BOSS:

Item	Description
1	Provide a single point of contact for efficient management of BOSS - LASSO II collaborative efforts and relations.
2	Provide access to LASSO II facilities when requested.

Services to be Provided by BOSS to LASSO II:

Item #	Services	Description
1	Support Services	Facility and Facility Systems O&M
2	Support Services	Government Property Disposal
3	Support Services	Office Moves (excluding furniture and ACES provided services and modifications will be provided if NASA directed. All other moves will have to be completed by KPLSS).
4	Support Services	Asbestos contamination repair/cleanup for Government provided facilities.
5	Support Services	Diesel fuel for NASA-owned rechargers and mobile gaseous helium compressors.