

Associate Contractor Agreement (ACA)

Space Launch Systems Booster DDT&E (SLS Booster)

&

KSC Base Operations and Spaceport Services (BOSS)

Revision 1
January 8, 2024

Associate Contractor Agreement

Northrop Grumman Systems Corporation (NGSC) and Amentum Spaceport LLC have entered into contracts with NASA, with support from the Kennedy Space Center (KSC), as listed below:

- **KSC Base Operations and Spaceport Services (BOSS)** Contract # 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 Space Force Station (CCSFS). 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

- **Space Launch Systems (SLS) Booster** Contract #: NNM07AA75C
  Contract Summary: This contract is for DDT&E of a five-segment solid rocket booster to include ground testing and three flight sets for Space Launch System launches. The contract also includes administration of the KSC BFF and Hangar AF.

- **Space Launch Systems (SLS) Booster** Contract #: 80MSFC20D0008
  Contract Summary: This contract is for DDT&E of a five-segment solid rocket booster to include ground testing and three flight sets for Space Launch System launches. The contract also includes administration of the KSC BFF and Hangar AF.

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 cooperate in good faith and 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 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, reliability, 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 Associate'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.

4.0 ORGANIZATION

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

A. The Steering Committee, consisting of the Program Managers for the referenced NASA prime contracts, will be responsible for overseeing the relationship, empowering appropriate lower-tier members within their respective organizations, and for resolving issues.

B. The Leadership Team, consisting of program, technical and/or contractual representatives appointed by the respective Steering Committee members, will be responsible for developing ACA program procedures. The Leadership Team shall be the primary interface between the Associates and shall serve as the interim level of issue resolution before involving the Steering Committee members.

C. 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, 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. Each Associate will appoint a senior representative authorized to settle the dispute.

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 Leadership Team members of the affected Associates will pursue timely resolution of the dispute.

C. If the Leadership Team representatives are not able to resolve the dispute, the Steering Committee 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. 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 Technical Representative (COTR), if required.

Any Associate may initiate revision of the ACA. Documentation concerning a proposed revision is to be forwarded to the Leadership Team for 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.

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 or the contracts identified above.

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 KSC BOSS Contractor 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.

7.0 DISCLAIMER OF WARRANTY

NO ASSOCIATE MAKES ANY WARRANTY, GUARANTEE 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.

8.0 LIMITATION OF LIABILITY

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 a patent, 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 thereof, belonging to or controlled by one Associate to another.

9.0 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.

10.0 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 claims arising under or relating to this Agreement including, but not limited to, the performance of work shall be made by one Associate against the other.

B. 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.

C. 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. The rights and obligations of the Associates shall be limited to those expressly set forth in this ACA. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and

signed by authorized representatives of both Associates.

D. 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.

E. 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.

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

G. No public release that identifies the other Associate as a participant to the Agreement shall be made by either Associate to any news media, the general public, or third Parties except NASA and other KACC members, without prior written approval of both Associates.

H. The Associate Contractors anticipate that they may, from time to time, find it necessary to take possession of products of property owned by the other Associate in order to insure a successful and complete integration of the products and services provided by each party. To the extent that either Associate's contract requires the property of the other Associate be utilized at the other's facility, the Associate Contractors will enter into a Bailment Agreement to cover such transfer and custody of such property and to set for the right, obligations, and procedures to be followed for such bailment.

I. If patentable inventions result from fulfilling this Agreement, the following principles shall apply:

   a. Rights in Joint Subject Inventions - In the case of inventions made jointly by at least one employee of each Associate hereto (hereinafter "Joint Subject Inventions") each Associate shall jointly own such Joint Subject Inventions as well as all patent applications filed and patents issued thereon in all countries, subject to the rights conveyed to the Government under the Patent Rights Clauses contained in the Contracts. Neither Associate shall be required to account to the other Associate for any income received from any Joint Subject Invention.

   b. Reporting and Filing of Patent Applications on Joint Subject Inventions - The Associate Contractors shall each report all Joint Subject Inventions under the applicable reporting provision of the Patent Rights Clause contained in its Contract. The Associate Contractors shall discuss and attempt to resolve informally between themselves in good faith which Associate shall have the first right to elect title and file patent applications on Joint Subject Inventions based upon each Associate Contractor's primary area of endeavor covered by the contracts, subject to the provisions of the Patent Rights Clauses contained in the contracts.

11.0 TERM AND TERMINATION

This Agreement shall become effective upon the date of the last signature below and shall continue in

force until the earliest of the following events: (a) expiration or termination of either Associate's prime contract; or (b) termination of this Agreement by mutual agreement in writing executed by both parties.

12.0 DELIVERY OF NOTICES

All administrative notices, certificates, acknowledgements, and other reports hereunder shall be in writing and shall be deemed properly delivered when duly mailed to, transmitted by facsimile or sent electronically to the e-mail address of the other Associate at the following address, or such other address as either party may, by written notice, designate to the other. In such event, copies of matters presented to on-site representatives shall be provided to the below-identified points of contact as soon as practical.

Amentum Spaceport LLC:		NGSC:	
Attention:	[redacted]	Attention:	[redacted]
Title:		Title:	
Address:		Address:	
Telephone:	[redacted]	Telephone:	[redacted]
e-mail:		e-mail:	

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:
Amentum Spaceport LLC KSC Base Operations and Spaceport Services (BOSS) 80KSC018C0017
[redacted]

Northop Grumman Systems Corporation (NGSC) Space Launch Systems (SLS) Booster NNM07AA75C 80MSFC20D0008
[redacted]