

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AND
LOCKHEED MARTIN
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2134560, DATED 7/14/2021 (ANNEX NUMBER 2).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of performing propellant testing and analysis for Lockheed Martin (LMCO) as a part of the collaboration with NASA in the development of aerospace systems.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

ARTICLE 2. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Analyze propellant (e.g. hydrazine, MMH, MON-3) samples for fluid quality or particulate as requested by the partner
2. Provide analysis reports of propellant provided by Partner.
3. Coordinate with LMCO for propellant sample receipt and return.
4. Appropriately dispose of any solid or liquid waste generated during the processing of propellant samples.

LMCO will use reasonable efforts to:

1. Request analysis of propellant samples.
2. Coordinate with NASA on propellant sample receipt by NASA and return to LMCO.
3. Obtain and ship testing samples to and from NASA and provide hardware for samples.

ARTICLE 3. SCHEDULE AND MILESTONES

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

LMCO will request analysis.	As requested
LMCO will be obtain sample and ship to NASA and	As required after request

provide hardware for samples.

NASA will analyze propellant samples for fluid quality or particulate as requested.	Within 2 weeks of sample receipt.
NASA will provide analysis reports.	Within 2 weeks of analysis completion
NASA will appropriately dispose of solid or liquid waste generated from sample processing.	Within 30 days of waste generation
LMCO will coordinate the sample return.	Within 4 weeks from report receipt

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$369,975.50 for NASA to carry out its responsibilities under this Annex.

The Partner agrees to make advance payment to NASA dependent upon the testing and analysis requested. Advance payments will be scheduled to ensure that funds are resident with NASA before Federal Obligations are incurred in support of this Annex.

Each payment shall be marked with Johnson Space Center, WSTF SAA8-2134560, Annex 2.

B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within one year after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner or apply any such unspent funds to other activities under the Umbrella Agreement. Return of unspent funds will be processed via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or August 15, 2024, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

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

Technical Points of Contact

NASA White Sands Test Facility

Joy Hamilton
AST, Flight Systems Test
Mail Suite: RF
12600 NASA Road
Las Cruces, NM 88012
Phone: 575-524-5578

LOCKHEED MARTIN

Terry Abel
MSFC Technical Liaison
12257 South Wadsworth Blvd
Littleton, CO 80125-8504
Phone: 256-656-5411
terry.abel@lmco.com

joy.hamilton@nasa.gov

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

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

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
WHITE SANDS TEST FACILITY

LOCKHEED MARTIN

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

BY: _____
Melinda C. McCord
Subcontract Management, Senior Staff

DATE: _____

DATE: _____