

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AND
AGILE SPACE INDUSTRIES
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. 37900, DATED 2/7/2023 (ANNEX NUMBER 2).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of allowing partner to access NASA WSTF's expertise and capabilities for materials, fluids and component testing, and analysis in several technical areas including propulsion systems, propellant analysis, clean room support, propellant monitoring systems. Additionally, this annex will provide access to WSTF technical support and guidance.

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. Provide technical support and guidance including but not limited to Hypergol Systems, Material Compatibility, Propulsion, Oxygen System, Hypervelocity, and Flammability.
2. Provide propellant monitor and monitoring systems support, troubleshooting, and maintenance.
3. Analyze propellant (e.g. MONs, MMH, hydrazine, M20, etc.) composition by appropriate MIL-PRF specification.
4. Provide trace analysis of propellant in waste.
5. Provide clean room support (CSS) as requested.
6. Provide on-site (Durango, CO location) operational technical support and guidance.

Agile will use reasonable efforts to:

1. Provide support of projects undertaken in any Annex;
2. Provide internal coordination of approvals for Annexes;
3. Provide for a single point of contact for Annex development and operations.
4. Provide necessary hardware for testing (e.g. propellant monitors, etc.). Shipping (in-bound/out-bound) costs are not included in this annex.

5. Provide propellant samples of appropriate volume to support composition analysis testing. Note: Hazardous shipping costs are not included in this annex and are the responsibility of the Partner. Propellant samples will not be returned to the Partner.
6. Provide waste samples to WSTF. Note: Hazardous shipping costs are not included in this annex and are the responsibility of the Partner. Waste samples will not be returned to the Partner.

ARTICLE 3. SCHEDULE AND MILESTONES

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

Partner will develop a maintenance schedule in consultation with NASA WSTF POC for propellant monitor testing and support.	Within four (4) weeks of the Effective Date of this annex.
Partner will provide propellant monitors to WSTF for testing and maintenance per negotiated maintenance scheduled.	One (1) week prior to scheduled testing/maintenance.
NASA WSTF will return propellant monitors to Partner after testing and maintenance is complete.	Within two (2) weeks of scheduled maintenance/testing completion.
Partner will provide propellant for analysis. Shipping of hazardous materials is not covered in the value of this annex. Shipping costs are the responsibility of the Partner.	Within two (2) weeks of propellant analysis request.
NASA WSTF will provide a propellant analysis report to Partner after analysis of commodity.	Within four (4) weeks of propellant analysis completion.
Partner will provide waste for analysis. Shipping of hazardous materials is not covered in the value of this annex. Shipping costs are the responsibility of the Partner.	Within two (2) weeks of waste analysis request.
NASA WSTF will provide a propellant analysis report to Partner after analysis of commodity.	Within four (4) weeks of propellant analysis completion.
Partner will supply NASA WSTF with necessary propellant monitor parts (e.g. sensors) to complete maintenance, testing, and support of propellant monitors and propellant monitoring systems.	Partner will initiate procurement of necessary components within four (4) weeks of the Effective Date of this annex.

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$1,078,944.51 for NASA to carry out its responsibilities under this Annex.

The Partner agrees to pay NASA JSC \$25,000 prior to initiation of work under the Agreement. Additional funds will be requested as Partner requests additional work.

Each payment shall be marked with NASA WSTF SAA-RA-23-37900-02.

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. LIABILITY

For the responsibilities and activities conducted under this Annex, and any claims arising thereunder, the following sentence shall be added to the end of Paragraph C, Article 8 (titled "Liability") of the Umbrella Agreement:

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.

ARTICLE 6. 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 7. 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 four years from the Effective Date, 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 8. RIGHT TO TERMINATE

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

ARTICLE 9. POINTS OF CONTACT

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

Management Points of Contact

NASA White Sands Test Facility

Jason E. Noble

Site Director

Mail Stop: RA

12600 NASA Road

Las Cruces, NM 88012

Phone: 575-524-5069

Fax: 575-524-5083

jason.e.noble@nasa.gov

Agile Space Industries

N/A

Anne Branson

Director of Test Operations

1514 Main Ave

Durango, CO 81301-5143

Phone: 315-491-0344

anne.branson@agilepaceindustries.com

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
joy.hamilton@nasa.gov

Agile Space Industries
N/A
Mesa Hollinbeck
Principal Test Engineer
1514 Main Ave
Durango, CO 81301-5143
Phone: 970-729-0932
mesa.hollinbeck@agilepaceindustries.com

ARTICLE 10. 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 11. 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

AGILE SPACE INDUSTRIES

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

Digitally signed by JASON
NOBLE
Date: 2024.01.08 08:05:43
-07'00'

BY: 
David Cuthbertson
Chief Operating Officer, Agile Space
Industries

DATE: _____

DATE: 4 Jan 2024