

ANNEX NO. 2  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GLENN RESEARCH CENTER  
AND  
UNIVERSITY HOSPITALS OF CLEVELAND  
UNDER  
NONREIMBURSABLE UMBRELLA SPACE ACT AGREEMENT, SAA3-1819,  
DATED JUNE 27, 2024

ARTICLE 1. PURPOSE

This Annex (the “Annex” or “Annex No. 2”) shall be for the purpose of the National Aeronautics and Space Administration Glenn Research Center ("NASA" or "NASA GRC") and University Hospitals of Cleveland ("Partner" or "UH") (each individually a "Party" and collectively the "Parties") supporting specific areas of subject matter expertise within each Party to provide mutual interest and benefit to each other. These areas of subject matter expertise may include biomedical engineering, computational modeling techniques, and medical specializations such as imaging, cardiology, radiology, and laboratory analyses. The activities under this Annex will benefit NASA by furthering NASA's pursuit of public-private partnerships in support of shared interests with industry. The activities under this Annex will benefit the Partner by providing the Partner with technical expertise and assistance in innovation and research.

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

- A. NASA GRC will use reasonable efforts to:
1. Support Partner’s research and innovation efforts within areas of mutual interest and benefit to the Parties, such as but not limited to those areas involving austere environmental support (power, medical expertise, diagnostic capabilities, etc.) or areas that have a need for portable or ruggedized biomedical devices.
  2. Connect with Partner’s subject matter experts who have technical knowledge in areas of biomedical engineering, computational modeling, medical specialization including but not limited to cardiology, radiology, imaging, laboratory analyses, and other areas of medical specialties to identify areas of shared benefit.
- B. UH will use reasonable efforts to:
1. Support NASA GRC’s research and innovation efforts within areas of mutual interest and benefit to the Parties, such as but not limited to those areas involving austere environmental support (power, medical expertise, diagnostic capabilities, etc.) or areas that have a need for portable or ruggedized biomedical devices.

2. Contact NASA GRC to seek help in supporting research and innovation efforts within areas of mutual interest and benefit to the Parties, such as but not limited to those areas involving austere environmental support (power, medical expertise, diagnostic capabilities, etc.) or need for portable or ruggedized biomedical devices.
3. Connect with NASA GRC personnel who have technical knowledge in areas of medical specialization including but not limited to biomedical engineering, computational modeling, imaging, laboratory analyses, and other areas of shared benefit.
4. This endeavor will not include the conduct of human-subject research at this time. To the extent both Parties desire to jointly conduct human-subject or other clinical research, the Parties shall negotiate and execute a separate Agreement. Nothing in this Agreement will be read to limit the ability of either NASA or Partner to conduct human-subject or other clinical research in their individual capacities.

### ARTICLE 3. SCHEDULE AND MILESTONES

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

- |                                                                                                                                                                                                                                                   |                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The Parties to support research and innovation programs within areas of mutual interest and benefit to NASA GRC and UH.                                                                                                                        | Quarterly after the Effective Date                                                                                                                                   |
| 2. The Parties to engage in regular meetings to discuss mutually beneficial areas of subject matter expertise knowledge gaps, whether biomedical engineering, computational modeling, medical specialties, medical imaging techniques, or others. | Regularly (weekly/biweekly) once a subject matter expert is identified and monthly for newly identified areas of SME benefit and engagement after the Effective Date |

### ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. 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 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 two (2) years.

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 three (3) 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 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.

Management Points of Contact:

NASA

Michael J. Barrett, Ph.D.  
Chief of Space Flight Systems  
Mail Stop: 162-7  
21000 Brookpark Road  
Cleveland, OH 44135  
Phone: 216-433-5424  
[michael.j.barrett@nasa.gov](mailto:michael.j.barrett@nasa.gov)

UNIVERSITY HOSPITALS OF  
CLEVELAND

Kipum Lee, Ph.D.  
Vice President, Enterprise Strategy &  
Innovation, UH/UH Ventures  
11100 Euclid Avenue  
Cleveland, OH 44106-1716  
Phone: 216-286-2044  
[Kip.Lee@UHhospitals.org](mailto:Kip.Lee@UHhospitals.org)

## 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.

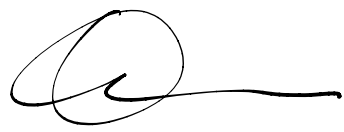
## ARTICLE 10. SIGNATORY AUTHORITY

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  
GLENN RESEARCH CENTER

UNIVERSITY HOSPITALS OF  
CLEVELAND

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

BY: \_\_\_\_\_  
Kipum Lee, Ph.D.  
VP Enterprise Strategy & Innovation,  
UH/UH Ventures

DATE: \_\_\_\_\_

DATE: 10/30/2024