

ANNEX NO 3
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GLENN RESEARCH CENTER
AND
MARTINA DIMOSKA
UNDER
SPACE ACT UMBRELLA AGREEMENT, NO. SAA2-403770, DATED 8/11/2023

ARTICLE 1. PURPOSE

The purpose of this Annex ("Annex No. 3") is to support mutually beneficial collaboration in innovation incubation, civic engagement, and facilitating opportunities in science, technology, engineering, and math ("STEM") education through the 2024 NASA International Space Apps Challenge ("Space Apps") local event being held in Cleveland, Ohio, on October 5-6, 2024 ("Event"). Partner has successfully applied to be the Space Apps local lead for the Event and has agreed to the Local Lead Terms and Conditions ("Local Lead T&Cs") with the Space Apps Global Team in accordance with the requirements of Space Apps. In the event of any conflict between Local Lead T&Cs and this Agreement, the Local Lead T&Cs shall govern.

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 will use reasonable efforts to:
1. Provide a point of contact responsible for the overall planning, oversight, and implementation of the Event.
 2. Provide a venue ("Venue") to hold the Event at Glenn Research Center ("GRC") for U.S. Citizens and U.S. Persons only. Number of attendees should not exceed 100 persons and is at the discretion of NASA GRC to adjust accordingly.
 3. Provide tables, chairs, and electrical power at the Venue for the Event.
 4. Enable access to the Center for the Event through appropriate badging in accordance with standard Center requirements and procedures.
 5. Provide audio/video capabilities at the Venue during the Event.
 6. Provide internet access through Wi-Fi for Event participants.
 7. Facilitate identifying potential NASA subject matter experts and speakers for the Event at the Venue. Subject matter experts reserved for U.S. Citizens and U.S. Persons.
 8. Provide space for any vendor displays, if desired or needed by Partner.
 9. Work with Partner to select a diverse group of judges for the closing ceremony on the Sunday of the Event.
 10. Coordinate a facility tour for up to twenty (20) registered attendees. Tour is reserved for registered guests that are U.S. Citizens and U.S. Persons only. Selection of the facilities to be toured are at the sole discretion of NASA GRC.

NASA GRC reserves the right to cancel the tour at any time for any reason.

11. Participate in planning meetings as needed.

12. Participate in post-event meeting.

B. The Partner will use reasonable efforts to:

1. Provide a point of contact responsible for the overall planning, oversight, and implementation of the Event.
2. Produce, manage, fund, and run the Cleveland location Event for Space Apps in accordance with the Local Lead T&Cs.
3. Work with the Center to ensure that the Event will accommodate the number of participants which can be accommodated by the Venue.
4. Manage the Cleveland location webpage ("Webpage") on the Space Apps Challenge Website in accordance with this Agreement including:
 - 3a. Provide attendees with information about location, agenda, and details about the Event.
 - 3b. Work with Center to ensure that the Webpage includes any information about any laws, regulations, and Center policies and rules about entering on Center, including citizenship requirements.
5. Manage early registration. The Partner shall collect from all registrants, non-NASA presenters and exhibitor personnel all information required by NASA GRC's Office of Protective Services ("OPS") and submit a list of attendees to the NASA Management Point of Contact for review. The Partners shall submit the proposed list of Event attendees to the NASA Management Point of Contact at least fourteen (14) business days prior to Event. NASA shall have final approval of attendees (including exhibitors and sponsors) for the Event.
6. Coordinate food and beverage vendors for the Event if Partner chooses to do so, which will be subject to NASA approval. Partner to provide the specific details of the food and beverage vendor set up, which be subject to NASA approval.
 - 6a. Any and all vendors will comply with all laws, regulations, and the Center's policies and rules.
7. Gather and submit all presentations to be made by Event speakers. The Partner shall submit all Event presentations electronically to the NASA Management Point of Contact in format acceptable to NASA GRC Office of the Chief Information Officer fourteen (14) business days prior to the Forum.
8. If applicable, provide Event material (including promotional and printed materials, etc.) to NASA GRC. If necessary, material should be mailed to NASA GRC at least seven (7) business days prior to the Forum.
9. Contact the NASA GRC Management Point of Contact to arrange the time for a site walk-through and to setup any Event materials at least one (1) business day prior to the Event. The Partner shall be responsible for the costs and coordination of all services and goods related to preparing, serving and consuming food and beverages.
10. Run the registration desk during the event including providing name tags and keeping track of attendance.
11. Work with Center to handle admittance and late registration and determine criteria for whether someone should/will be admitted.
12. Serve as the primary source of advertising and communication about the Event.
13. Have sufficient personnel available at the Venue during the Event at all times that any Event participants are on Center and assure that any person under the age of 18 is

accompanied by a parent, guardian, or teacher who has acknowledged responsibility for such person.

14. Conduct a closing ceremony, which includes judging final presentations and brief awards ceremony.
15. Work with Center to select a diverse group of judges for the closing ceremony on the second day (October 6, 2024) of the Event.
16. Participate in planning meetings as needed.
17. Participate in post-event meeting.
18. Provide a representative/agent, David Barnes, for the Local Lead at this Event. Partner acknowledges that the designated representative/agent are responsible for fulfilling the Partner's obligations under this Annex for this Event.

ARTICLE 3. SCHEDULE AND MILESTONES

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

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| 1. NASA GRC to determine maximum number of participants. | On or about September 24, 2024 |
| 2. Partner to post information about the Event on the Webpage. | On or about September 24, 2024 |
| 3. NASA GRC to complete paperwork with Center events coordinators who will be providing services for the venue, cleaning, security, and networking. | On or about September 24, 2024 |
| 4. Partner to send the list of food and beverage vendors for the Event to NASA GRC for prior approval. | On or about September 24, 2024 |
| 5. NASA GRC to schedule tours for attendees. | On or about September 24, 2024 |
| 6. Partner to coordinate and finalize the purchase for food and beverages for the Event. | On or about September 24, 2024 |
| 7. NASA GRC to finalize list of subject matter experts for the Event. Subject matter experts reserved for U.S. Citizens and U.S. Persons. | On or about September 24, 2024 |
| 8. The Parties to select judges for the Event. | On or about September 24, 2024 |
| 9. Partner submits list of early registrants to NASA GRC | On or about September 24, 2024 |
| 10. NASA GRC submits early registrant list to GRC Office of Protective Services | On or about September 24, 2024 |
| 11. NASA GRC and Partner work together to collect and submit late registrant names to GRC Office of Protective Services | On or about October 4, 2024 |

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| 12. NASA GRC to set up for the Event. | On or about October 4, 2024 |
| 13. Partner to deliver all items in support of the Event | On or about October 4, 2024 |
| 14. NASA GRC and Partner to implement Event. | October 5-6, 2024 |
| 15. The parties to participate in a post event meeting. | On or about October 11, 2024 |

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 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 one (1) year 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

Derrick J. Cheston
Chief, Systems Engineering and Architecture
Division
21000 Brookpark Road
Cleveland, OH 44135
Phone: 216-433-3879
derrick.j.cheston@nasa.gov

Martina Dimoska

Martina Dimoska
Local Lead
Arso Vojvoda, N.12,
Kicevo, N.Macedonia, 6250
mdimoska@kent.edu

Technical Points of Contact:

NASA

Herbert W. Schilling
Technical Point of Contact
21000 Brookpark Road
Cleveland, OH 44135
herbert.w.schilling@nasa.gov

Martina Dimoska

Martina Dimoska
Local Lead
Arso Vojvoda, N.12,
Kicevo, N.Macedonia, 6250
mdimoska@kent.edu

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

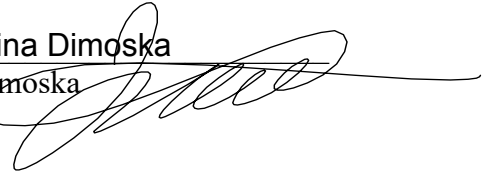
The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION
GLENN RESEARCH CENTER

MARTINA DIMOSKA

BY: _____
Laurence A. Sivic
Associate Director

BY: Martina Dimoska
Martina Dimoska
Local Lead



DATE: _____

DATE: 09/18/2024