

**ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
MARTINA DIMOSKA
UNDER SPACE ACT UMBRELLA AGREEMENT NO. 39062
(ANNEX NUMBER FOUR)**

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of supporting the Space Apps Challenge that will be hosted at NASA Ames Research Center. This is a two-day event held off hours on October 5-6, 2024. In the event of any conflict between Local Lead Terms and Conditions (“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 ARC will use reasonable efforts to:

1. Work with the Partner to identify a suitable location at NASA Ames to host the Space Apps Challenge event.
2. Make available the host building, tables and chairs, internet access and support through WiFi for attendees and audio/video (“A/V”) capabilities and full AV support during the event hours.
3. Upon request, NASA Ames may facilitate, but is not required, to identify potential subject matter experts (“SMEs”) and speakers.
4. Help organizer coordinate with Ames Exchange and Logistics to facilitate the event.

B. Partner will use reasonable efforts to:

1. Produce, manage, fund and run the Silicon Valley area located event for the Space Apps Challenge.
2. Act as Local Lead for the Silicon Valley area in accordance with the Local Lead T&Cs provided by NASA.
3. Identify a point of contact for the days of the 2024 Space Apps Challenge event in Silicon Valley.
4. Coordinate and run the Mountain View Location for Space Apps at Ames Research Center.
5. Work with NASA Ames to determine the maximum number of participants for the event and to ensure that the event will accommodate the number of participants to not exceed the capacity of the designated venue.

6. Manage the Mountain View location Webpage on the Space Apps Challenge Website including:
 - a. Providing attendees with information about location, agenda, and details about the event.
 - b. Working with NASA Ames to ensure that the Webpage includes any information about any laws, regulations, and NASA Ames policies and rules including citizenship requirements and COVID prevention policies.
 - c. Managing registration and assuring that the number of registrants does not exceed the designated venue's capacity.
7. Recruit vendors for the event if Partner chooses to do so.
 - a. Work with NASA Ames to ensure that space is available for any vendor displays.
 - b. Selections of any and all vendors will be fair and free from bias or preference.
 - c. Any and all vendors will comply with all laws, regulations, and NASA Ames policies and rules.
8. Work with NASA Ames for access to the venue for setup before the event and take down after the event.
9. Serve as the primary source of advertising and communication about the event.
10. Provide the hardware, software, and support for live streaming of the event working with NASA Ames networking as necessary.
11. Work with NASA Ames to coordinate a K-12 activity on Saturday for student participants of all ages and assure compliance with the Children's Online Privacy Protection Act.

ARTICLE 3. SCHEDULE AND MILESTONES

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

Milestone	Estimated Completion Date
Confirmation of event building and facility support	September 1, 2024
Mountain View Site website active	Prior to September 15, 2024
Notify NASA of number of on-site attendees	By October 1, 2024
Description of K-12 activity on October 5, 2024	October 1, 2024
Host Space Apps Challenge event at NASA ARC	October 5-6, 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 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 Ames Research Center
Nahri Ahn
Agreement Manager
Moffett Field, CA 94035

Martina Dimoska
Martina Dimoska
Local Lead
5963 Wallace Boulevard

Phone: 650-604-1179
nahri.i.ahn@nasa.gov

North Ridgeville, Ohio 44039
mdimoska@kent.edu

Technical Points of Contact

NASA Ames Research Center
Harry Partridge
Chief Technologist
Moffett Field, CA 94035
Phone: 650-906-3850
harry.partridge@nasa.gov

Martina Dimoska
Martina Dimoska
Local Lead
5963 Wallace Boulevard
North Ridgeville, Ohio 44039
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
AMES RESEARCH CENTER**

MARTINA DIMOSKA

BY: _____
Eugene Tu
Center Director

BY:  _____
Martina Dimoska
Local Lead

DATE: _____

DATE: 09/03/2024