

CONTRACTOR 3rd PARTY WORK - ANNEX NO. 16
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND
RESEARCH AND CONSULTING, INC
UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4740
FOR
NORTHROP GRUMMAN LASSO II CONTRACTS FOR LABORATORIES WORK

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of Engineering Research and Consulting, Inc. (ERC) utilizing the National Aeronautics and Space Administration John F. Kennedy Space Center (NASA KSC) onsite resources available to ERC under the Laboratories Support Services and Operations II (LASSO II), to perform Contractor 3rd Party Work (C3PW) for Northrop Grumman, 9160 North Highway 83 Bldg. M3 Receiving, Corinne, UT 84307. Specifically, under this Annex, (ERC) will perform the following work for Northrop Grumman:

1. Monitor six samples monthly and evaluate for corrosion, discoloration, and degradation.
2. Provide photos monthly.
3. Collect temperature and humidity data.

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 KSC will use reasonable efforts to:

1. Provide Partner access to facilities, equipment, and institutional support required for the performance of the work outlined in Article 1 at levels equivalent to that required for ERC to perform similar work under the LASSO II Contract with NASA, on a not-to-interfere-with-Government-work basis.
2. Modify this Annex, as necessary, to support changes in scope or quantity of services requested by Northrop Grumman.

B. Partner must:

1. Reimburse NASA in accordance with the Umbrella Agreement for use of Government resources utilized in performance of the C3PW activities, KCA-4740.

2. Forward advance payments to NASA in accordance with the Umbrella Agreement based on the estimated number of labor hours and associated costs for the C3PW activity, with subsequent reconciliation based on actual costs.

ARTICLE 3. SCHEDULE AND MILESTONES

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

N/A

ARTICLE 4. FINANCIAL OBLIGATIONS

Partner agrees to advance NASA the estimated cost of \$578.73 identified on the Estimated Price Report (EPR) as reimbursement for NASA to carry out its responsibilities under this Annex. As additional work requirements outside the scope of this Annex are identified, subsequent annexes and EPRs will be processed to assure the total project and value are documented, and advance deposit made prior to the work being performed in accordance with the Umbrella Agreement.

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 (1) 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 on October 1, 2024 (“Effective Date”) and shall remain in effect until the completion of all obligations of both parties hereto, or until September 30, 2025, 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.

NASA John F. Kennedy Space Center

Jared P. Sass
Contracting Officer’s Representative
Mail Code: NE-TB
Kennedy Space Center, FL 32899
Phone: 321-867-0694
E-mail: jared.p.sass@nasa.gov

Engineering Research and Consulting, Inc.

Peter Hopman
LASSO II Program Manager
Mail Suite: LASSO II
Kennedy Space Center, FL 32899
Phone: 321-446-1010
E-mail: peter.j.hopman@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.

NASA John F. Kennedy Space Center

Jared P. Sass
Contracting Officer's Representative
Mail Code: NE-TB
Kennedy Space Center, FL 32899
Phone: 321-867-0694
E-mail: jared.p.sass@nasa.gov

Signature/Date:

Engineering Research and Consulting, Inc.

Cheryl Davis
Director of Contracts, ERC
308 Voyager Way, Suite 200
Huntsville, AL 35806-3207
Phone: 256-327-9162
E-mail: cdavis@erc.us

Signature/Date:

If use of Government Furnished Property (GFP) is requested for this C3PW Annex

Joshua Giraud
Contracting Officer
Mail Code: OP-ES
Kennedy Space Center, FL 32899
Phone: 321-867-1205
E-mail: joshua.giraud@nasa.gov

Signature/Date:

The Contracting Officer hereby approves use of GFP for the purpose(s) stated herein, subject to (1) the concurrence of the Contracting Officer's Representative for the said contract AND (2) the formal execution of the Annex and the contractor's payment/reimbursement to the Government for the amount reflected in Article 4, Financial Obligations, in accordance with the following:

Check applicable box:

- Subject to a rental fee of \$_____ per hour in accordance with FAR 52.245-9, Use and Charges.
- In lieu of a separate rental fee, reimbursement to the Government of the costs reflected in Article 4, Financial Obligations provides adequate consideration for the use of the identified Government Property (held by the contractor) for the purpose(s) stated in the Annex.

EXHIBIT 1: Annex Checklist

CONTRACTOR 3rd PARTY WORK (C3PW) PROJECT PROPOSAL CHECKLIST

In accordance with terms and conditions set forth in Space Act Umbrella Agreement No. KCA-4740, dated April 7, 2023, Annex 16 for contract #80KSC022CA010, the Partner provides NASA KSC with the following information in support of proposed C3PW work:

A. Describe the unique Nature of KSC Resources (i.e., Government-owned facilities, property, labor and/or expertise) not available from Commercial Sources.

1. Unique outdoor testing facilities at the shore of the Atlantic Ocean in Florida, with extremely high corrosive conditions due to the daily shore breezes which sweep salt spray on our test racks, including but not limited to, the Beach Corrosion Test Site, K8-0600. The Atmospheric Exposure Site (Kennedy Space Center, FL) was established in the 1960s and has been cited as the most corrosive atmospheric corrosion test site in the United States. It is located at latitude 28.59406°N, longitude 80.58283°W, and approximately 150 feet from the high tide line. Over the years thousands of coated test panels, stress corrosion cracking specimens, and commercially produced components have been evaluated in the high salt, high humidity, and high UV Florida seacoast environment.
2. ERC has extensively experienced staff including Corrosion Technicians, Corrosion/Mechanical Engineer, Chemical Engineer, and three PhD Chemists with wide background in hands-on corrosion projects including lab and field testing, reporting, publications, and technical meeting presentations.
3. Complete network connectivity for real-time data acquisition and Internet video and a complete weather station to support data analysis.

B. Location of Work Performance:

LASSO II operations and research laboratories at Kennedy Space Center to include the Beach Corrosion Test Site (K8-0600).

C. Civil service labor is required (additional information may be required under Checklist item D):

Yes No

D. If Civil service labor is required, ERC has verified the appropriate flow down provisions from their Reimbursable Space Act Umbrella Agreement with NASA have been incorporated into the 3rd party agreement: Yes No Not Applicable

1. If yes, please provide the following information:

- a. Work being performed by the civil servant:
 - b. Location(s) where civil servant work will be performed:
 - c. Describe the hazards(s), if any, that the civil servant will be exposed to.
- E. The Annex activity introduces new hazards or changes preexisting controls/mitigations for the normal work performed under KSC contract to NASA: Yes No
- 1. If yes, what are the hazard(s) and planned change(s) to existing controls/mitigations?
 - 2. Verify the Partner’s Safety manager has reviewed the Annex and Checklist, work activity, hazards, and planned change(s): Yes

F. The following hazards apply to this Annex activity (click all that apply):

- Confined Spaces
- Liquid Propellant
- Cryogenics
- Radiation
- Hazardous Materials (e.g., fluids, gases, corrosive liquids)
- Other: _____ None _____
- Explosives
- Lifting
- Pressurized Vessels/Systems
- Energized Electrical Systems

G. Identify Government facilities (office space, labs, shops, test facilities, etc.) anticipated to be utilized in accomplishment of the C3PW.

Corrosion Test Site (K8-0600)

H. Use of GFP, including Contractor Accountable Government Property (CAGP) and Institutional Accountable Government Property (IAGP), is requested:

Yes No

If yes, attach list divided into CAGP and IAGP with values for each item.

IAGP – Typical racks (\$750.00) and stands (\$50.00) are used to support the customer’s samples while being exposed at the atmospheric test site.