

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GEORGE C. MARSHALL SPACE FLIGHT CENTER  
AND  
UNIVERSITY OF NEW HAMPSHIRE  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. SAA89-2441870, DATED \_\_\_\_\_  
ANNEX NUMBER SAA8-2441870.1

ARTICLE 1. PURPOSE

This Agreement shall be for the purpose of NASA/MSFC to conduct testing through the Low Energy Electron and Ion Facility (LEEIF) facility located at the National Space Science & Technology Center (NSSTC) and provide test procedures to UNH. UNH will provide analysis and together this team will continue to learn about the functional capability and performance characteristics of instrument models through development phases for UNH's space environment instrument.

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. Initiate a meeting to discuss the test procedures along with the timeline to be conducted for Partner's engineering model (EM) instrument;
2. Provide initial drawings for test support fixture for Partner's EM instrument;
3. Provide designed, machined, and assembled test support fixture for Partner's EM instrument;
4. Mount EM instrument in vacuum chamber;
5. Conduct test procedures on Partner's EM instrument, send data, and support analysis discussions, and
6. Conduct analysis discussions during test procedures, data receipt and analysis.

B. UNH will use reasonable efforts to:

1. Support meeting and concur on test procedures for engineering model (EM) instrument;
2. Approve drawings of EM support test fixture;
3. Provide assembled EM instrument of major components and cabling necessary for vacuum testing;
4. Provide communication support of EM instrument mount and checkout;

5. Provide communication support during test procedures, analyze data, and support analysis discussions; and
6. Conduct analysis discussions during test procedures, data receipt and analysis.

### 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 MSFC will initiate a meeting to discuss the test procedures along with the timeline to be conducted for Partner's engineering model (EM) instrument | two weeks after Effective Date                           |
| 2. Partner will support meeting and concur on test procedures for engineering model (EM) instrument   | after Milestone 1  |
| 3. NASA MSFC will provide initial drawings for test support fixture for Partner's EM instrument   | 4 weeks after receipt of EM drawing                      |
| 4. Partner will approve drawings of EM support test fixture   | 2 weeks after drawing submission                         |
| 5. NASA MSFC will provide designed, machined, and assembled test support fixture for Partner's EM instrument  | 4 weeks after drawing approval                           |
| 6. Partner will provide assembled EM instrument of major components and cabling necessary for vacuum testing  | 8 weeks after Milestone 5                                |
| 7. NASA MSFC will mount EM instrument in vacuum chamber   | upon 1 week of receipt of EM instrument                  |
| 8. Partner will provide communication support of EM instrument mount and checkout   | during Milestone 7                                       |
| 9. NASA MSFC will conduct test procedures on Partner's EM instrument, send data, and support analysis discussions   | two weeks after Milestone 7                              |
| 10. Parties will conduct analysis discussions during test procedures, data receipt and analysis   | two weeks after Milestone 7 and as needed until test end |

### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$71,450.84 for FY25 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with NASA MSFC and SAA8-2441870.1.

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. 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 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.

None

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

None

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

None

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 10 months 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. TERMINATION

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.

##### Technical Points of Contact

##### NASA George C. Marshall Space Flight Center

Victoria Coffey  
Research Scientist  
Marshall Space Flight Center, AL 35812  
Phone: (256) 476-0020  
Victoria.Coffey@nasa.gov

##### University of New Hampshire Space Science Center

Chris Mouikis  
Research Associate Professor  
8 College Road  
Durham, NH 03824-2600  
Phone: (603) 862-2905  
Chris.Mouikis@unh.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  
GEORGE C. MARSHALL SPACE  
FLIGHT CENTER

UNIVERSITY OF NEW HAMPSHIRE  
SPACE SCIENCE CENTER

BY: \_\_\_\_\_  
Julie A. Bassler  
Manager, Science and Technology Office

BY: \_\_\_\_\_  
Dr. Christopher Mouikis  
UNH Research Associate Professor

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

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