

## **Attachment 12: Draft Space Act Agreement (SAA)**

UNFUNDED SPACE ACT AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AND **Rocket Lab USA, Inc.**  
UNDER THE SPACE TECHNOLOGY  
ANNOUNCEMENT OF COLLABORATION OPPORTUNITY 2020

### ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration, located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA") and **Rocket Lab USA, Inc.** located at **3881 McGowen Street, Long Beach, CA 90808** (hereinafter referred to as "Partner" or "**Rocket Lab**"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

### ARTICLE 2. PURPOSE

This Agreement ("Agreement") shall be for the purpose of accelerating the development and testing of critical technologies for emerging space system capabilities consistent with the capabilities articulated in the STMD 2020 Announcement of Collaboration Opportunity (ACO). "The Parties' specific responsibilities, schedule, and milestones are described in one or more Responsibilities and Schedule document completed in coordination with a NASA Center and incorporated fully by reference into this Agreement. This collaboration is intended to advance commercial space-related efforts by facilitating access by Partner to NASA's extensive resources including facilities, technical expertise, hardware, and software. Each Center Responsibilities and Schedule Document will detail the specific purpose of the proposed activity, responsibilities, schedule and milestones, and any personnel, property or facilities proposed to be made available to Partner.

### ARTICLE 3. RESPONSIBILITIES

The Parties agree they will use reasonable efforts to fulfill the Responsibilities set forth in any Schedule and Responsibilities Document.

### ARTICLE 4. SCHEDULE

The Parties agree they will use reasonable efforts to meet the Schedule set forth in any Schedule and Responsibilities Document.

#### ARTICLE 5. 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 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

#### ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

#### ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Partner waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury,

death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

#### ARTICLE 9. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in an SAA, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

#### ARTICLE 10. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY INDEMNIFICATION

In the event the U.S. Government incurs any liability based upon Partner's, or Partner's Related Entity's, use or commercialization of products or processes resulting from a Party's participation under this Agreement, Partner agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for such liability.

#### ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

##### A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
  - a. known or available from other sources without restriction;
  - b. known, possessed, or developed independently, and without reference to the Proprietary Data;

- c. made available by the owners to others without restriction; or
- d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.
10. Partner may use the following or a similar restrictive notice :

**Proprietary Data Notice**

**The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement [provide applicable identifying information].**

Partner should also mark each page containing Proprietary Data with the following or a similar legend: **“Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page.”**

**B. Data First Produced by Partner under this Agreement**

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

### C. Data First Produced by NASA under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for five (5) years after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

### D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

### E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

### F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of 1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this

Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

#### G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

#### H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
  - a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
  - b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
  - c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
3. 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.
  - a. Background Data:  
The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
  - b. Third Party Proprietary Data:  
The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
  - c. Controlled Government Data:  
The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
  - d. NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA

authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs:

[insert name and NASA Case No. of the software; if none, insert "None."]

4. For such Data with a restrictive notice pursuant to H.2. or such Data identified in this Article, Receiving Party shall:
  - a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
  - b. Safeguard such Data from unauthorized use and disclosure;
  - c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
  - d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
  - e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
  - f. Dispose of such Data as Disclosing Party directs.

#### I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive and gives it to NASA within ten (10) calendar days after disclosure.

### ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS – INVENTION AND PATENT RIGHTS

#### A. General

1. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement, except as provided herein.
2. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

3. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

#### B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

#### C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

#### D. Joint Inventions With Partner

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Partner employees, and employees of either Party's Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Partner's commercial business; or
2. use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

#### E. Rights to be Reserved in Partner's License

Any license granted Partner under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of



any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.

2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

#### F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

#### G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.
2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Partner employees:

**The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.**

*NASA technology available for licensing can be located by visiting the following website address – <http://technology.nasa.gov>.*

### ARTICLE 13. USE OF NASA NAME AND NASA EMBLEMS

#### A. NASA Name and Initials

Partner shall not use “National Aeronautics and Space Administration” or “NASA” in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the “Release of General Information to the

Public and Media” Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee (“NASA Communications”) for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

#### B. NASA Emblems

Use of NASA emblems (*i.e.*, NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

#### ARTICLE 14. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the “NTAA”), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA’s 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

#### ARTICLE 15. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided “as is.” NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as

a result of this Agreement.

#### ARTICLE 16. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

#### ARTICLE 17. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

#### ARTICLE 18. TERM OF AGREEMENT

This Agreement 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 two years from the Effective Date, whichever comes first.

#### ARTICLE 19. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 20. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., “Liability and Risk of Loss” and “Intellectual Property Rights” related clauses shall survive such expiration or termination of this Agreement.

#### ARTICLE 21. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Technical Points of Contact

NASA

Rocket Lab

NASA LaRC

Richard French

Mcneil Cheatwood  
1 Nasa Dr, Hampton, VA 23666  
Phone: (757) 864.2984  
Fax: (757) 864-6166  
Email: f.m.cheatwood@nasa.gov

3881 McGowen Street, Long Beach,  
CA 90808  
Phone: (714) 465 5737 x164  
Fax: N/A  
Email: r.french@rocketlabusa.com

NASA ARC  
Jeff Hill  
Building N230, Room 121  
P.O. Box 1, Mail Stop 230-2  
Moffett Field, CA 94035  
Phone: (650) 604-6229  
Fax: (650) 604-0350  
Email: jeffrey.p.hill@nasa.gov

NASA AFRC  
Eric Miller  
Mail Stop: 4800-2701  
P.O. Box 273  
Edwards, CA 93523  
Phone: (661) 276-7041  
Fax: (661) 276-5879  
Email: eric.j.miller@nasa.gov

## ARTICLE 22. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy

available by law upon the issuance of the final agency decision.

#### ARTICLE 23. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

#### ARTICLE 24. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

#### ARTICLE 25. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

#### ARTICLE 26. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

#### ARTICLE 27. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

#### ARTICLE 28. SIGNATORY AUTHORITY

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

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION

Rocket Lab USA, Inc.

BY: \_\_\_\_\_  
James L. Reuter  
Associate Administrator, STMD

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

DocuSigned by:  
*Lars Hoffman*  
BY: \_\_\_\_\_  
5F88D4DA5233421...  
**Lars Hoffman**  
**SVP, Global Launch Services**

DATE: 6/24/2020  
\_\_\_\_\_

## Responsibilities and Schedule

Developed by AFRC

To Support ACO 2020 Proposal Submitted by

Rocket Lab USA Inc.

20-20ACOFinal-0009

### 1. Responsibilities

A. NASA AFRC will use reasonable effort to:

1. Participate in all working groups and reviews, as necessary
2. Provide recommendations and constraints on integration and utilization at second technical exchange meeting (TEM-2)
3. Deliver three prototype fiber optic strain sensing (microFOSS) modules with up to four sensing fibers per module
4. Review and advise on integration and packaging of the microFOSS modules
5. Provide analysis of flight data and performance of microFOSS at post flight review

B. Rocket Lab USA Inc. will use reasonable efforts to:

1. Participate in all working groups and reviews, as necessary
2. Provide High-level requirements for the Hypersonic Decelerator (HD) at Kick-Off Meeting
3. Provide HD conceptual design at Kick-Off Meeting
4. Provide HD detailed design at Critical Design Review
5. Provide microFOSS installation plan at Critical Design Review
6. Repackage microFOSS electronic components into RL launch platform
7. Provide data from HD flight



## 2. Schedule

The planned schedule for the activities with Rocket Lab as defined in Paragraph 1.

Responsibilities are as follows:

Milestone	Date
Complete Kick-Off Meeting to review HD high-level requirements and conceptual design	Start / ATP
Complete second technical exchange meeting (TEM-2) HD Concept Selection to review recommendations and constraints on integration and utilization	ATP + 6 months
Deliver three prototype fiber optic strain sensing (microFOSS) modules with up to four sensing fibers per module	ATP + 7 months
Complete Critical Design Review of HD detailed design and installation plan	ATP + 13 months
AFRC provides review and consultation on integration and packaging of the microFOSS modules	ATP + 13 to 15 months
Complete Flight Readiness Review	ATP + 17 months
Complete Flight Test with Rocket Lab providing data to AFRC	ATP + 18 months
Complete Post flight review with AFRC analysis of flight data and performance of microFOSS	ATP + 19 months

3. Points of Contact

AFRC  
Eric Miller  
P.O. Box 273  
Edwards, CA 93523  
661-276-7041  
661-276-5879  
[Eric.j.miller@nasa.gov](mailto:Eric.j.miller@nasa.gov)

Rocket Lab USA Inc.  
Richard French  
3881 McGowen St  
Long Beach, CA 90808  
714-655-2936 C164  
[r.french@rocketlabusa.com](mailto:r.french@rocketlabusa.com)


4. Modifications

Any modification to this Responsibilities and Schedule document set forth herein after award shall be documented in writing, and signed by both the AFRC and the Rocket Lab USA Inc. Modification of this Responsibilities and Schedule document does not modify the terms of the Space Act Agreement.

5. Signatory Authority

The signatory to this Responsibilities and Schedule document represents and warrants that he/she has authority to commit AFRC to support Rocket Lab USA Inc. if selected for award.

**LAURIE  
GRINDLE**

 Digitally signed by LAURIE  
GRINDLE  
Date: 2020.10.08 20:17:19  
-07'00'

Laurie Grindle  
Director for Programs  
Armstrong Flight Research Center  
National Aeronautics and Space Administration

RESPONSIBILITIES AND SCHEDULE  
DEVELOPED BY AMES RESEARCH CENTER  
TO SUPPORT ACO 2020 PROPOSAL SUBMITTED BY  
ROCKET LAB USA, Inc.

1. RESPONSIBILITIES

A. Ames Research Center will use reasonable efforts to:

1. Review Aerothermal Design Practices
  - a. Participate in project Kick-Off Meeting.
  - b. Critically review existing Rocket Lab aerothermal and aerodynamic analysis of the Hypersonic Decelerator (HD) design concept.
  - c. Identify and communicate areas of improvement as well as techniques for achieving such improvements.
  - d. Provide recommendations for future aerothermal analysis and design efforts to further the HD concept.
  - e. Participate in Technical Exchange Meeting #1.
2. Perform Independent Aerothermal Analysis Verification
  - a. Participate in Technical Exchange Meeting #2.
  - b. Conduct aerothermal simulations for the selected HD concept (conditions to be agreed).
  - c. Provide recommendations for the aerothermal design and analysis improvements of the HD.
  - d. Participate in Technical Exchange Meeting #3.
  - e. Participate in the Critical Design Review.
3. Support Hypersonic Decelerator Flight Test
  - a. Participate in Flight Readiness Review.
  - b. Review and comment on available flight test data.
  - c. Participation in Post Flight Review.

B. Rocket Lab USA, Inc. will use reasonable efforts to:

1. Provide inputs as required for the Ames Research Center tasks.
2. Assess and develop candidate Hypersonic Decelerator technologies.
3. Perform Hypersonic Decelerator detailed design.
4. Manufacture and integrate Hypersonic Decelerator flight article.
5. Conduct Hypersonic Decelerator flight test.

## 2. SCHEDULE

The planned schedule for the activities with PROPOSER as defined in Paragraph 1. RESPONSIBILITIES are as follows:

A1. Review Aerothermal Design Practices	Start / ATP + 1m
A2. Perform Independent Aerothermal Analysis Verification	ATP + 7m
A3. Support Hypersonic Decelerator Flight Test	ATP + 18m
B1. Provide Analysis Inputs	Start / ATP
B2. Assess Candidate HD Technologies	ATP + 1m
B3. Perform HD detailed design	ATP + 7m
B4. Manufacture and integrate HD flight article	ATP + 13m
B5. Conduct HD flight test	ATP + 18m

3. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Ames Research Center

Jeffrey Hill  
Chief, Aerothermodynamics Branch  
NASA Ames Research Center  
Building N230, Room 121  
P.O. Box 1, Mail Stop 230-2  
Moffett Field, CA 94035  
650-604-6229 (w)  
650-346-2383 (c)  
jeffrey.p.hill@nasa.gov

Rocket Lab USA, Inc.

Richard French  
Director, Government Launch Services  
3881 McGowen St.  
Long Beach, CA 90808  
714-465-5737 x164 (w)  
734-717-4760 (c)  
r.french@rocketlabusa.com

4. MODIFICATIONS

Any modification to this Responsibilities and Schedule document set forth herein after award shall be documented in writing, and signed by both the Ames Research Center and Rocket Lab USA, Inc. Modification of this Responsibilities and Schedule document does not modify the terms of the Space Act Agreement.


5. SIGNATORY AUTHORITY

The signatory to this Responsibilities and Schedule document represents and warrants that he/she has authority to commit Ames Research Center to support Rocket Lab USA, Inc. if selected for award.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION

AMES RESEARCH CENTER

BY: RUPAK  
BISWAS  
Director of Exploration Technology

 Digitally signed by RUPAK  
BISWAS  
Date: 2020.10.09 17:53:27  
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THE RESPONSIBILITIES AND SCHEDULE DOCUMENT IS REQUIRED TO BE INCLUDED AS AN ATTACHMENT TO THE CENTER LETTER OF INTENT SUPPORTING THE PROPOSAL.

SUBMISSION OF A CENTER LETTER OF INTENT AND RESPONSIBILITY AND SCHEDULE DOCUMENT IN A FINAL ACO PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE RESPONSIBILITIES AND SCHEDULE DOCUMENT PROPOSED BY THE CENTER IF SELECTED FOR AWARD.

PURSUANT TO ARTICLE 2 OF THE TEMPLATE SPACE ACT AGREEMENT, THE RESPONSIBILITIES AND SCHEDULE DOCUMENT IS INCORPORATED FULLY BY REFERENCE INTO THE SPACE ACT AGREEMENT AND THEREFORE WILL BE PUBLISHED WITH THE SPACE ACT AGREEMENT IN ACCORDANCE WITH ARTICLE 16 OF THE SPACE ACT AGREEMENT.

## RESPONSIBILITIES AND SCHEDULE

DEVELOPED BY NASA **Langley Research Center**

TO SUPPORT ACO 2020 PROPOSAL SUBMITTED BY

**Rocket Lab**

### 1. RESPONSIBILITIES

A. **NASA Langley Researcher Center** will use reasonable efforts to:

Phase 1: LaRC 1.1 - Aerodynamic & structural review

1. Participate in Kick-Off Meeting (KOM).
2. Critically review the structural analysis and design of Rocket Lab's Hypersonic Decelerator (HD) concept.
3. Validate analysis of HD trajectory (including, but not limited to assessment of atmosphere and aerodynamics) to confirm peak deceleration and heat pulse.
4. Based on aero assessment and structural analysis, provide recommendations for the design of the HD for the next phase.
5. Participate in the first technical exchange meeting (TEM-1).

Phase 1: LaRC 1.2 - HD concept trade study

1. Participate in Kick-Off Meeting (KOM).
2. Develop a conceptual design for a tension cone HD to satisfy the high-level requirements.
3. Develop a conceptual design for a HIAD HD to satisfy the high-level requirements.
4. Conduct a trade study to compare the candidate HD architectures.

#### Phase 2: LaRC 2.1 - Mechanical analysis & design support

1. Participate in the second technical exchange meeting (TEM-2).
2. Provide analytical support for the design of the HD based on LaRC's extensive experience with inflatable aerodynamic decelerators (for example, input on torus design, braid angle, reinforcements, and structural response).
3. Provide recommendations for the mechanical design and materials, including flexible TPS, for the HD.
4. Participate in the third technical exchange meeting (TEM-3).
5. Participate in the Critical Design Review (CDR).

#### Phase 2: LaRC 2.2 - Manufacturing support

1. Provide advice and support with manufacturing of HD, based on HIAD experience.
2. Participate in the Flight Readiness Review (FRR).

#### Phase 3: LaRC 3.1 - Post-Flight Data Analysis

1. Provide analysis of flight data and model validation.
2. Participate in Post Flight Review (PFR).

#### B. **Rocket Lab** will use reasonable efforts to:

##### Phase 1: LaRC 1.1 - Aerodynamic & structural review

1. Provide a data-pack to LaRC at the KOM comprising of high-level requirements and design for the HD, Rocket Lab's conceptual design for the HD, Rocket Lab's structural analysis to support the HD concept, and reference trajectory for the HD.

##### Phase 1: LaRC 1.2 - HD concept trade study

2. This Work Package will use the data-pack already provided for LaRC 1.1.

##### Phase 2: LaRC 2.1 - Mechanical analysis & design support

1. Select from the HD conceptual designs in LaRC 1.2.
2. Update the requirements for the selected HD in LaRC 1.2

##### Phase 2: LaRC 2.2 - Manufacturing support

1. Provide the HD detailed design.
2. Provide the HD manufacturing details.
3. Manufacture the HD flight article.

Phase 3: LaRC 3.1 - Post-Flight Analysis

1. Provide the data from the HD flight.

2. SCHEDULE

The planned schedule for the activities with Rocket Lab as defined in Paragraph 1. RESPONSIBILITIES are as follows:

<b>Phase 1</b>	<b>Start Date</b>	<b>Completion Date</b>
Kick-Off Meeting	Start / ATP	Start / ATP
LaRC 1.1	ATP	ATP +3.5 months
LaRC 1.2	ATP	ATP +4.5 months
<b>Phase 2</b>		
LaRC 2.1	ATP +6.5 months	ATP +10.5 months
LaRC 2.2	ATP +12.5 months	ATP +15.5 months
<b>Phase 3</b>		
LaRC 3.1	ATP +18 months	ATP +19 months

3. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

NASA Langley Research Center

Neil Cheatwood  
Mail Stop 489  
Hampton, VA 23681  
757.864.2984 (o)  
757.864.8052 (fax)  
f.m.cheatwood@nasa.gov

Rocket Lab

Richard French  
3881 McGowen Street  
Long Beach, CA 90808  
734.717.4760 (o)  
r.french@rocketlabusa.com



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NASA AERONAUTICS AND SPACE ADMINISTRATION

**NASA Langley Research Center**

*David A. Dress*

BY: \_\_\_\_\_  
**David A. Dress**