

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GEORGE C. MARSHALL SPACE FLIGHT CENTER  
AND BLUE ORIGIN FLORIDA, LLC  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. SAA8-2032094, DATED JUNE 11, 2020 (ANNEX NUMBER 2).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing Blue Origin access to NASA's process and product expertise related variable polarity plasma arc (VPPA) welding, friction stir welding (FSW), and non-destructive testing (NDT) techniques. Note: this is a continuation of SAA8-2032094.1 which was allowed to expire prior to completion of the effort.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

A. NASA MSFC will use reasonable efforts to:

1. Share technical expertise (e.g., lessons learned, best practices, tooling recommendations, inspection techniques, qualification requirements, etc.) related to implementing variable polarity plasma arc (VPPA) welding, friction stir welding (FSW), and non-destructive testing (NDT) techniques in a production environment.
2. Participate in technical interchange meetings (TIMs) at mutually agreed locations.
3. Provide opportunities for Blue Origin to observe NASA-controlled operations of VPPA welding, FSW, and NDT.
4. Provide applicable safety training (e.g., MPR 8715.1 MSFC SHE Program) and limited opportunities to operate weld equipment at NASA MSFC under the direct and fulltime supervision of NASA MSFC personnel.
5. As requested and mutually agreed, support testing/investigations of processes with materials provided by Blue Origin.
6. Provide Blue Origin with periodic financial reports detailing the services provided and the associated cost.

B. Blue Origin will use reasonable efforts to:

1. Communicate clear requests for desired technical information related to fabricating structures from aluminum alloys.
2. Participate in technical interchange meetings (TIMs) at mutually agreed locations.
3. After receiving applicable safety training, only operate weld equipment at NASA MSFC under the direct and fulltime supervision of NASA MSFC personnel.
4. Provide materials for any requested testing/investigation.

### ARTICLE 3. SCHEDULE AND MILESTONES

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

- |   |                                  |
|---|----------------------------------|
| 1. Provide Blue Origin with periodic financial reports detailing the services provided and the associated cost. | Every month after Effective Date |
|---|----------------------------------|

### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$134,385 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with SAA8-2032094.2

B. NASA will not provide services or incur costs beyond the existing payment. 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 Agreement will be accomplished for the above-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 has the option of canceling the remaining effort or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Agreement 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 Agreement, and promptly thereafter return any unspent funds to Partner. 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 two years.

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 two years 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.

##### Technical Points of Contact

NASA George C. Marshall Space Flight Center

Justin Littell

EM32 Welding and Manufacturing Team Lead

Marshall Space Flight Center, AL 35812

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Blue Origin Florida, LLC

VPPA and FSW

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Sr. Chief Engineer

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NDT

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Acorak@blueorigin.com

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

BLUE ORIGIN FLORIDA, LLC

BY: \_\_\_\_\_  
Mary E. Koelbl  
Director Engineering Directorate

BY: \_\_\_\_\_  
Wade Davis  
Sr Commercial Advisor

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

DATE: August 2, 2022