

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND BLUE ORIGIN FLORIDA, LLC (BLUE ORIGIN OR PARTNER)
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. KCA-4555 (ANNEX NUMBER 19)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA Kennedy Space Center (KSC) providing Blue Origin with air surveillance support for mission communication and coordination protocols between Blue Origin and NASA Flight Operations. Providing helicopter-based range clearing support required for surveillance of Atlantic Ocean surface area for population protection during Blue Origin launch attempts from the Eastern Test Range (ETR), as well as additional air support as required.

ARTICLE 2. RESPONSIBILITIES

A. Blue Origin shall:

1. Fully fund NASA in advance for agreed to tasking in accordance with the NASA KSC cost estimate for services to be provided.
2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Blue Origin requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

1. Provide Blue Origin with services set forth in Article 1 on a non-interference basis. Services will be requested and agreed upon by the Parties in an associated TOR.
2. Provide Blue Origin with follow-up financial reports detailing the services provided and the associated cost.
3. Provide Blue Origin with an annual estimate of services requested hereunder via issuance of a Task Order Request (TOR). If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

In accordance with the umbrella agreement, Blue Origin will pay to NASA in advance of task initiation, an estimated cost of \$21,891.45 for NASA to carry out its responsibilities under this Annex. Blue Origin shall ensure that sufficient funds are available for each of the tasks requested through the TOR process before execution of the requested tasking. Blue Origin shall mark each payment with “Kennedy Space Center KCA-4555-19”. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Blue Origin of any impending need for additional funds.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

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 the life of the Umbrella Agreement.

ARTICLE 5. 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 until December 3, 2023 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 6. RIGHT TO TERMINATE

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

ARTICLE 7. 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 John F. Kennedy Space Center

Eric Haberle
Customer Services Advocate
Spaceport Integration and Services
Mail Code: SI-I1
Kennedy Space Center, FL 32899-0001
Phone: 321-861-6380
eric.haberle@nasa.gov

Blue Origin Florida, LLC

Mike Kennard
Mission Execution
New Glenn Mission Operations
Cape Canaveral, FL 32925
Phone 321-474-1494
mkennard@blueorigin.com

ARTICLE 8. 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 9. 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.

BY: _____
Scott Koester
Customer Services and Integration Branch
KSC Spaceport Integration and Services
Directorate SI
Kennedy Space Center, FL 32899-0001

BY: _____
Jessica Curry
Sr. Mgr, Subcontracts
409-218-7009
jcurry2@blueorigin.com
Blue Origin
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

DATE: _____

DATE: 11/14/2022 _____