

ANNEX NO. 26  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LANGLEY RESEARCH CENTER  
AND  
BLUE ORIGIN, LLC  
UNDER SPACE ACT UMBRELLA AGREEMENT SAA-EA-20-29343  
FOR  
TERATHERTZ SCANNING APPLICATION FOR BLUE ORIGIN

ARTICLE 1. PURPOSE

The purpose of this Annex is to provide non-destructive evaluation (NDE) guidance on advanced techniques for inspection of thermal protection systems and other space flight components. Guidance can include methods and procedures for performing appropriate inspections per the material system or component.

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 LaRC will use reasonable efforts to:

1. Consult with Blue Origin on NDE techniques and provide scan data for Blue Origin Thermal Protection Samples.
2. Participate with Blue Origin in technical meetings.
3. Provide technical guidance relating to NDE to Blue Origin.

B. Partner will use reasonable efforts to:

1. Provide NASA LaRC the samples that need to be scanned.
2. Participate with NASA LaRC in technical meetings.

ARTICLE 3. SCHEDULE AND MILESTONES

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

1. Blue Origin shall provide to NASA LaRC thermal protection samples to be scanned. No later than January 16, 2023
2. NASA LaRC will scan thermal protection samples and No later than May 19, 2023

provide the data.

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| 3. NASA LaRC and Blue Origin will participate in technical meetings. | On a monthly basis throughout the period of performance |
| 4. NASA LaRC will provide technical guidance to Blue Origin.         | As needed throughout the period of performance.         |

#### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$61,977 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with **Langley Research Center, SAA-EA-20-29343, Annex 26**.

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 [insert timeframe, cannot exceed 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 two (2) 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.*
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 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 one (1) year 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 Langley Research Center

Eric Burke  
Lead Research Ast, Sensors & Transducers  
Mail Stop: 231  
Hampton, VA 23681  
Phone: 757-864-7724  
eric.r.burke@nasa.gov

##### BLUE ORIGIN, LLC

Jeff Seebo  
Sr Test Engineer  
8082 Space Commerce Way  
Merritt Island, FL 32953-8703  
(253) 437-9300 x19787  
jseebo@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.

*[Remaining page intentionally left blank; signatures to follow on next page.]*

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  
LANGLEY RESEARCH CENTER

BLUE ORIGIN, LLC

BY: \_\_\_\_\_  
Timmy R. Wilson  
Director, NASA Engineering & Safety  
Center

BY: \_\_\_\_\_  
Jessica Curry  
Supply Chain Procurement

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

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