ANNEX NO. 6 UNDER SPACE ACT UMBRELLA AGREEMENT SAA2-403514 BETWEEN THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION LANGLEY RESEARCH CENTER AND NORTHROP GRUMMAN CORPORATION FOR LARGE ENGINE MATURATION DEVELOPEMENT

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of evaluation of integral booster insulation material performance to support Large Engine Maturation development. The test article will utilize NASA Langley Research Center's (LaRC's) Direct-Connect Supersonic Combustion Test Facility (DCSCTF). The test and its data will be leveraged to inform future design decisions.

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. <u>RESPONSIBILITIES</u>

A. NASA LaRC will use reasonable efforts to:

- 1. Calibrate the DCSCTF at the test condition specified by Partner.
- 2. Provide support including instrumentation support, model mounting in the DCSCTF test section, hardware changes in-between each test and removal at completion of tests.
- 3. Provide the following tests at the DCSCTF
 - a. Long Duration Insulation Tests: 2 heat flux calibration tests and 4 Insulation tests during a 1- week period
- 4. Deliver a copy of test data to Northrop Grumman after each test and completion of the final test program.

B. Partner will use reasonable efforts to:

- 1. Provide the test article and deliver to Langley. Assemble and instrument the test article, install parametric hardware in-between each test and remove and ship to NG Ronkonkoma site at completion of tests.
- 2. Provide a Test Plan which outlines test conditions, objectives, instrumentation requirements, and facility requirements.
- 3. Provide test article and associated hardware and test specifications for NASA LaRC testing.

4. Provide on-site engineering support.

ARTICLE 3. SCHEDULE AND MILESTONES

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

Partner shall ship the test article and associated hardware to NASA LaRC	No later than two (2) weeks prior to test start date
Partner shall finalize and provide hardware test specifications to NASA LaRC.	No later than four (4) weeks prior to test start date
Partner shall provide Test Plan to NASA LaRC	Within six (6) weeks of test start date.
NASA LaRC will conduct tests of wind tunnel testing.	Within six (6) weeks of Receipt of Hardware.
NASA LaRC will provide quick-look test data to inform decisions of next test	Within 4 hours after completion of each test.
NASA LaRC will provide Partner a copy of all data gathered during wind tunnel testing of the test article	Within thirty (30) days after completion of the final test program.

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$83,023 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with NASA Langley Research Center, SAA2-403514, Annex 6.

Partner will make payments for the testing effort in accordance with this schedule:

Effective Date of this Agreement	\$ 25%
Completion of TRR	\$ 25%
On or before first day of testing	<u>\$ 50%</u>
TOTAL	\$83,023

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 three (3) months 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 three 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 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.

Management Points of Contact

NASA Langley Research Center Jennifer Hubble-Viudez Center Agreements Manager Langley Research Center Hampton, VA 23681 Phone: 202-256-6861 jennifer.m.hubble@nasa.gov Northrop Grumman Systems Corporation Steve Figliozzi 77 Raynor Ave Ronkonkoma, NY 11779 Phone: 631-676-8920 steven.figliozzi@ngc.com

Technical Points of Contact

NASA Langley Research Center Diego Capriotti Langley Research Center Hampton, VA 23681 Phone: 757-864-6200 Diego.p.capriotti@nasa.gov Northrop Grumman Systems Corporation Michael Celentano 77 Raynor Ave Ronkonkoma, NY 11779 Phone: 631-791-8431 Michael.Celentano@ngc.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.

[Remainder of page intentionally left blank.]

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

NORTHROP GRUMMAN CORPORATION

BY:
John H. Koelling
Director, Aeronautics Research
Directorate

BY:_____ Steve Figliozzi Material Program Manager

DATE:_____ DATE:_____