

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND DYNETICS A LEIDOS COMPANY
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2339120, DATED _____ (ANNEX NUMBER 1).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of supporting Partner efforts on the Growing Additive Manufacturing Maturity for Airbreathing Hypersonics (GAMMA-H) within the Strategic & Spectrum Missions Advanced Resilient Trusted Systems (S2MARTS).

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 MSFC will use reasonable efforts to:

1. Provide Additive Manufacturing Subject Matter Expertise(SME), including but not limited to SME support in manufacturing methods, material property data and parts data analysis, and material characterization.
2. Provide SME support for the creation of a certification standard document by Partner, with particular emphasis on guidance and risk assessments.
3. Collate available material property data & test data for requested Inconel material system utilizing both Laser Powder Bed Fusion (L-PBF) and Directed Energy Deposition (DED) additive manufacturing methods.
4. Support meetings and technical interchanges with Partner.
5. Provide monthly status reports.

Dynetics will use reasonable efforts to:

1. Host kickoff meetings, periodic status meetings, and technical interchange meetings as needed.
2. Provide periodic information on program status, updates, and expectations.
3. Review status reports.

ARTICLE 3. SCHEDULE AND MILESTONES

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

- | | |
|---|-------------------------|
| 1. Partner hosts kickoff meeting. | Effective Date + 1 week |
| 2. MSFC provides status reports. | Monthly |
| 3. MSFC provides available material properties & test data for requested Inconel material system form L-PBF & DED methods. | As needed |
| 4. MSFC provides SME support for the creation of a certification standard document by Partner, including guidance and risk assessments. | As needed |
| 5. MSFC provides SME support regarding manufacturing methods, material property data, parts data analysis, and material characterization. | As needed |
| 6. Parties support periodic meetings and technical interchanges. | As needed |

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$935,908 for NASA to carry out its responsibilities under this Annex.

Partner agrees to pay NASA MSFC \$235,908 prior to initiation of work under this agreement, an additional \$350,000 on or before October 1, 2024, and a final \$350,000 on or before October 1, 2025.

Each payment shall be marked with MSFC SAA8-2339120 Annex 1.

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 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. LIABILITY

For the responsibilities and activities conducted under this Annex, and any claims arising thereunder, the following sentence shall be added to the end of Paragraph C, Article 8 (titled "Liability") of the Umbrella Agreement:

Prior to issuing such direction, NASA will consider input from Partner and other factors such as the extent to which damage was attributable to the activity and the respective responsibilities of each Party as described in the Agreement.

ARTICLE 6. 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:

None

2. Third Party Proprietary Data:

None

3. Controlled Government Data:

None

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

ARTICLE 7. 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 three 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 8. RIGHT TO TERMINATE

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

ARTICLE 9. 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
Brady Kimbrel
Additive Manufacturing & Digital Solutions Team Lead
Marshall Space Flight Center, AL 35812
Phone: 256.961.0167
Brady.a.kimbrel@nasa.gov

Dynetics A Leidos Company
Dr. Ryan Hooper
Mgr, Materials Science and Technology Dev. Branch
1002 Explorer Blvd
Huntsville, AL 35806-2806
Phone: 256.713.5645
Ryan.Hooper@Dynetics.com

ARTICLE 10. 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 11. 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

DYNETICS A LEIDOS COMPANY

BY: _____
Lisa Bates
Director, Engineering Directorate

BY: _____
N. Chance Miller
Subcontract Specialist

DATE: _____

DATE: _____