

ANNEX TWO  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
JOHN C. STENNIS SPACE CENTER  
AND  
BLUE ORIGIN, LLC  
UNDER SPACE ACT UMBRELLA AGREEMENT  
SSAA-1053-0207

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of outlining the terms and conditions by which NASA Stennis Space Center (hereinafter referred to as “NASA SSC” or “SSC”) will perform testing in support of Blue Origin, LLC (“Blue Origin” or “Partner”) advancement of propulsion systems supporting government and the commercialization of space activities. NASA SSC and Blue Origin are referred to collectively as “Parties” and, each, a “Party.”

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 SSC will use reasonable efforts to:

1. Provide a Project Manager single POC for this Annex Two.
2. Utilize NASA SSC civil service and support contractor staff (“NASA SSC Personnel”) to provide engineering and propulsion test support services for Blue Origin's propulsion systems. All personnel associated with any task under this agreement shall be bound by 18 U.S.C. § 1905 (for civil servants), non-disclosure agreements (for contractors) or similar agreements/processes.
3. Provide design, procurement, fabrication, and installation of piping, structures, and accessories to support the installation and set-up of the test article in the E-complex test cell, including heavy equipment support and services to off-load and install the test article assembly.
4. Provide a Project Management Plan (PMP) defining reviews and deliverables for this project.
5. Provide support for all operational activities, including but not limited to test operations build-up, activation, test article handling, test preparations and checkouts, test operations, data processing/review, and post-test inspections.
6. Provide a customer storage/work bay at the test operations building providing Partner an area to perform test article modifications and assembly away from the test stand.
7. Provide monthly progress status, including financial status.

B. Partner will use reasonable efforts to:

1. Provide a single POC for project management leadership, tasking, and partnership coordination.
2. Provide a Test Article (TA) hazard analysis and procedures for test article handling and test preparation.
3. Support a Test Readiness Review with documentation on the test article status and outstanding open items.
4. Provide the appropriately instrumented test article assembly, ignition system components, Pulse Gun hardware, Thrust Take Out Structure adapter plate and other required handling accessories.
5. Upon completion or incident, return the test facility back to the original configuration or an improved condition as agreed upon by both parties.
6. Coordinate with NASA to provide timely funding to SSC to support the execution of this Annex.

ARTICLE 3. SCHEDULE AND MILESTONES

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

Formal Authorization to Proceed (ATP)	Upon Annex Two approval and initial fund transfer. Target July 2023
Procurement	July 2023
Fabrication and Installation	August 2023
Test Ops Build-up	September 2023
Facility Activation	December 2023
Test Start	January 2024
Disassembly and Project Closeout	August 2024

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA SSC an estimated cost of \$5,100,000 for NASA SSC to carry out its responsibilities under this Annex Two per the following proposed schedule:

1. Test Stand Build-up – Phase 1 Final Design, Procurement, and Fabrication	Upon Signature	\$1,600,000
2. Test Stand Build-up – Phase 2 System Installation	August 2023	\$1,500,000

3. Activation, TA Installation, and Test Operations – Phase 1	December 2023	\$1,000,000
4. Test Operations – Phase 2/Project Closeout	April 2024	\$1,000,000

Each payment shall be marked with “NASA SSC Annex Two SSAA-1053-0210”.

The POCs will adjust payment schedule and approach monthly as required upon evaluation of financial reports versus task work performed. NASA SSC POC will inform Partner of anticipated funding needs and Partner shall make payments in advance of initiation of NASA SSC’s efforts. Advance payments shall be scheduled to ensure that funds are resident with NASA SSC before federal obligations are incurred.

B. NASA SSC will not provide services or incur costs beyond the current funding. Although NASA SSC has made a good faith effort to accurately estimate its costs, it is understood that NASA SSC provides no assurance that the proposed effort under this Annex Two will be accomplished for the estimated amount. Should the effort cost more than the estimate, NASA SSC will promptly advise the Partner. Partner shall pay all costs incurred and have the option of canceling the remaining effort or providing additional funding to continue the proposed effort under the revised estimate. Should this Annex Two be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA SSC shall account for any unspent funds within 180 days after completion of all effort under this Annex Two, 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 no later than thirty (30) days after project closeout via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA SSC, 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: Partner’s liability for such repair and restoration shall not exceed \$5,000,000.00.

#### 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: 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 7. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or three (3) 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. MANAGEMENT POINTS OF CONTACT

The following personnel are designated as the Management Points of Contact between the Parties in the performance of this Annex.

NASA Stennis Space Center  
Robbie Randall  
Project Manager  
Stennis Space Center, MS 39529  
Phone: (228) 344-5312  
Email: robbie.d.randall@nasa.gov

Blue Origin, LLC  
Neil Dsouza  
Test Lead  
Phone: (407) 733-9471  
Email: ndsouza@blueorigin.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  
John C. Stennis Space Center

Blue Origin, LLC

BY: **JOSEPH SCHUYLER**  
Joseph R. Schuyler  
Director  
Engineering and Test Directorate

Digitally signed by  
JOSEPH SCHUYLER  
Date: 2023.06.28  
17:20:24 -05'00'

BY: \_\_\_\_\_  
Jessica Curry  
Senior Manager, Subcontracts