

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND
NANORACKS, LLC
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2338534, DATED 5/16/2023
ANNEX NUMBER SAA8-2338534.2

ARTICLE 1. PURPOSE

This Annex is for testing and related analysis of an Alternative Urine Processor (AUP) supplied by Nanoracks using the Marshall Space Flight Center (MSFC) Environmental Control and Life Support System (ECLSS) facility in the Building 4755 North High bay.

This ECLSS Risk Reduction activity seeks to drive down Starlab ECLSS cost, performance, and reliability risks and align Risk Reduction Testing with long-term exploration ECLSS technology goals. The activity will include development of a formal test requirements document and a Test and Safety Readiness Review (TSRR) at the Test Facility.

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 will use reasonable efforts to:

1. Participate in design review and meetings as scheduled by Partner to establish testing requirements and reviews,
2. Conduct TSRR as required by test requirements documents,
3. Complete testing of AUP per TSRR requirements, and
4. Provide final data package with reports as specified in test plan.

B. Nanoracks will use reasonable efforts to:

1. Coordinate design review and related meetings necessary to establish testing requirements and reviews,
2. Present test requirements document for review,
3. Review and approve AUP test plan,
4. Deliver AUP to MSFC for testing, and
5. Present report of completed activity.

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 to present test requirements document for review Effective Date + 4 weeks
2. Partner to deliver AUP to MSFC for testing Effective Date + 8 months
3. NASA to conduct TSRR at the facility according to test requirements documents Effective Date + 10 months
4. Partner to review and approve AUP test plan Milestone 2 + 1 month
5. NASA to complete testing of AUP per TSRR requirements Milestone 3 + 6 months
6. Partner to present report of completed activity Milestone 4 + 2 weeks
7. NASA to provide final data package with data reports as specified in test plan Milestone 4 + 4 weeks

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$444,249.00 for NASA to carry out its responsibilities under this Annex.

Nanoracks agrees to pay NASA MSFC according to the following schedule:

\$200,000.00 Effective Date

\$244,249.00 Upon Completion of Milestone 2

Each payment shall be marked with NASA MSFC and SAA8-2338534.2.

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 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.

None

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

None

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

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
Paul Hintze
SUPV AST, ENVIRONMENTAL CONTROL SYS
Mail Suite: ES62
Marshall Space Flight Center, AL 35812
Phone: 256-736-4864
paul.e.hintze@nasa.gov

NANORACKS, LLC
Robbie Harris
Director of Advanced Concepts
503 Forge River Road
Webster, TX 77598-4357
Phone: 769-226-4102
rharris@nanoracks.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

NANORACKS, LLC

BY: _____
Mary E. Koelbl
Director Engineering Directorate

BY: _____
Christopher Cummins
Chief of Staff

DATE: _____

DATE: _____