

KCA-4744-2
ANNEX BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND BLUE ORIGIN FLORIDA, LLC (BLUE ORIGIN OR PARTNER)
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. KCA-4744 (ANNEX NUMBER 2)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA Kennedy Space Center (KSC) providing Blue Origin with Kennedy Space Center (KSC) institutional services. This Annex, KCA-4744-2, replaces content previously contained in Annexes KCA-4555-3 Rev A, KCA-4555-5 Rev A, KCA-4555-14 Rev A, KCA-4555-17 Rev Basic, and KCA-4555-19 Rev Basic.

ARTICLE 2. RESPONSIBILITIES

A. Blue Origin shall:

1. Partner shall verify commercial nonavailability per terms and conditions of the Umbrella Agreement.
2. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for services set forth herein.
3. Forward advance payments to NASA in accordance with its Umbrella Agreement.
4. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Blue Origin requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

1. Provide Blue Origin with KSC institutional services set forth in Article 1 on a non-interference basis to include but not limited to:
 - a. Security rover, K-9 patrol, and Emergency Response Team (ERT) support at KSC.
 - b. Occupational medical, environmental health, and environmental services.
 - c. Engineering and support services associated with transport, outages, traffic modifications, and other institutional support required for Blue Origin's launch vehicle hardware and payloads.
 - d. Access to KSC Barge Terminal Facility, Turn Basin, associated laydown area, and associated costs utilizing excess capacity of government resources for

onload/offload of flight hardware.

- e. Air surveillance support for mission communication and coordination, helicopter-based range clearing support, and additional air support as required.

Services will be requested and agreed upon by the Parties in an associated TOR.

2. Provide Blue Origin with follow-up financial reports detailing the services provided and the associated cost.
3. Provide Blue Origin with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex or execute a new Annex as appropriate.

ARTICLE 3. FINANCIAL OBLIGATIONS

- A. In accordance with the Umbrella Agreement, Blue Origin will pay to NASA in advance of task initiation the estimated cost of \$335,014.97 for NASA to carry out its responsibilities under this Annex. Blue Origin shall mark each payment with “Kennedy Space Center KCA-4744 Annex 2”. Support requirements and fund balance will be monitored by NASA throughout the term of this Annex to ensure adequate funding is available before services are provided. NASA will provide Partner initial deposit requirements upon agreement start to ensure sufficient funding is available to support Partner requirements.
- 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, Blue Origin will be advised by NASA as soon as possible. Blue Origin shall pay all costs incurred and have the option of canceling the remaining effort or provide additional funding 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 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 Partner activities at KSC. Return of unspent funds will be proposed 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 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

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 one

(1) year.

ARTICLE 5. 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 until Umbrella Agreement expiration. 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 6. RIGHT TO TERMINATE

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

ARTICLE 7. 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 John F. Kennedy Space Center
Christine Okrepkie
Customer Services Advocate
Spaceport Integration and Services
Mail Code: SI-II
Kennedy Space Center, FL 32899-0001
Phone: 321-861-1476
christine.s.okrepkie@nasa.gov

Blue Origin Florida, LLC
Mike Kennard
Mission Execution
New Glenn Mission Operations
Cape Canaveral, FL 32925
Phone 321-474-1494
mkennard@blueorigin.com

ARTICLE 8. 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 9. 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.

BY: _____
Scott Koester
Customer Services and Integration Branch
KSC Spaceport Integration and Services
Directorate SI
Kennedy Space Center, FL 32899-0001

BY: _____
Candy Guerrero
Senior Manager, Subcontracts

DATE: _____

DATE: _____