

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GEORGE C. MARSHALL SPACE FLIGHT CENTER  
AND [Partner]  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. [ UMBRELLA AGREEMENT NUMBER ], DATED \_\_\_\_\_ (ANNEX NUMBER  
).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing support services to [name of the Greenspace in the West Test Area EUL Tenant]. These services will be provided on a fully reimbursable basis..

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 on a fully reimbursable basis for the support services shown in Attachment A, Reimbursable Services.
- 2) Provide reasonable opportunity for in-progress inspection by Partner of services being performed.

B. Partner will use reasonable efforts to:

- 1) Reimburse NASA the costs of services performed in accordance with the terms of this Agreement.
- 2) Provide access to NASA personnel for the performance of services.

ARTICLE 3. SCHEDULE AND MILESTONES

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

Award Enhanced Use Lease	TBD
Sign RSAA Annex	TBD

Activate services

TBD

#### ARTICLE 4. FINANCIAL OBLIGATIONS

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

Year One \$TBD  
Year Two \$TBD  
Year Three \$TBD  
Year Four \$TBD  
Year Five \$TBD

Each payment shall be marked with [insert Center and Annex number].

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. 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 one year.

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 five 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 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 George C. Marshall Space Flight Center

John Green

Mail Stop: Bldg 4650, Morris Road

Marshall Space Flight Center, AL 35812

Phone: 256-508-6844

john.s.green@nasa.gov

[Partner]

[Partner's MPOC Name]

[Partner's MPOC Address]

[Partner's MPOC Telephone]

[Partner's MPOC Email]

Technical Points of Contact

NASA George C. Marshall Space Flight Center

Will Landers

Mail Suite: Bldg 4650, Morris Road

Marshall Space Flight Center, AL 35812

Phone: 256-544-1488

william.landern@nasa.gov

[Partner]

[Partner's TPOC Name]

[Partner's TPOC Address]

[Partner's TPOC Telephone]

[Partner's TPOC Email]

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.

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 [Partner]  
SPACE ADMINISTRATION  
GEORGE C. MARSHALL SPACE  
FLIGHT CENTER

BY: \_\_\_\_\_  
Robert Champion  
Director, Office of Center Operations

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment A, Reimbursable Services

DEMAND SERVICES		
Cost Category	Service Type	Description of Service
Refuse removal	Demand	Refuse removal services includes daily trash removal in restrooms and common areas, weekly trash removal in offices, and weekly removal of single-stream recycling.
Construction & demolition landfill	Demand	Redstone Arsenal operates a landfill which accepts material waste from construction and demolition projects.
Fire alarm system - maintenance & testing	Demand	Maintenance of the fire alarm system is based on MSFC's standard level of service that is regularly and routinely performed on physical assets to reduce the chances of equipment failure and unplanned downtime.
Intrusion detection system - maintenance & testing	Demand	Maintenance of the intrusion detection system is based on MSFC's standard level of service that is regularly and routinely performed on physical assets to reduce the chances of equipment failure and unplanned downtime.
Utility outages and emergency repairs	Demand	Operations and maintenance services to provide support during requested utility outages and emergency repairs of building systems.
Facility Preparation	Demand	Minor construction to prep the Property for use by the Tenant. Includes costs to relocate Center personnel and equipment, construct walls to segregate south wing from remainder of facility, remove communications equipment, and reconfigure access controls. This is a one time cost.
Property Appraisal	Demand	Certified appraisal to determine the FMV of the Property. An initial appraisal was completed prior to the leasing action and the property will be reappraised every five years from the commencement date.
Fire protection - consumables expended	Demand	This service includes all consumables expended by the U.S. Army Garrison - Redstone during a fire protection response action.
Protective services for special events	Demand	Protective services for special events are provided by the MSFC Protective Services Office and include security escorts of hazardous or wide loads, crowd control for larger gatherings, and other requests not included as part of the standard level of service.
Intrusion detection system - respond to alarm activation	Demand	This service includes all consumables expended by protective and law enforcement personnel in response to alarm activations.
Hazardous response action - cleanup & disposal	Demand	Hazardous response actions provided by NASA and include cleanup and disposal of spills and unpermitted releases, discharges, or emissions of hazardous materials.
Facilities engineering review	Demand	Services for the review of facility related repairs or improvements.
Facilities engineering design	Demand	Services for the design of facility related repairs or improvements.
Minor construction	Demand	Services for the construction of facility related improvements.
Construction inspections	Demand	Services for the construction inspection of facility related repairs or improvements.
Security badges	Demand	Security badges are provided by the MSFC Protective Services Office.
Modifications of permits, discharges, disposal and emissions related to customer operations	Demand	Services performed by the MSFC Environmental Office.

Environmental penalties, fines and/or fees incurred as a result of customer operations/ activities	Demand	As levied by the regulating authority.
Identifiable administrative costs incurred by MSFC in connection with environmental penalty, fine and/or fee, notice of violation, consent order, or similar administrative proceeding	Demand	Services performed by the MSFC Environmental Office.
Preparation of National Environmental Policy Act compliance documents	Demand	Services performed by the MSFC Environmental Office.
Hazardous waste collection, transportation, storage, and disposal	Demand	Services performed by the MSFC Environmental Office.
Hazardous waste containers	Demand	Containers provided by the MSFC Environmental Office.
Locksmith	Demand	Services for locksmith services including locks, core hardware, keys, and their installation.
Electricity	Demand	Electrical services and rates are provided by the U.S. Army Garrison. Tenant installed meters will be used to measure consumption.
Domestic water	Demand	Domestic water services and rates are provided by the U.S. Army Garrison. Tenant installed meters will be used to measure consumption.
Industrial water	Demand	Industrial water services and rates are provided by the U.S. Army Garrison. Tenant installed meters will be used to measure consumption.
Sewerage	Demand	Sewerage services and rates are provided by the U.S. Army Garrison. Tenant's share of the service will be calculated as the metered domestic water usage plus 20% of the metered industrial water usage.