

INTERAGENCY ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER
WALLOPS FLIGHT FACILITY
AND
THE FEDERAL AVIATION ADMINISTRATION
FOR
COMMERCIAL LAUNCH AND REENTRY ACTIVITY
UNDER INTERAGENCY UMBRELLA AGREEMENT NO. 42415, DATED 1/10/2025
(ANNEX NUMBER 2).

ARTICLE 1. PURPOSE

The purpose of this agreement is to clarify the range safety authorities, responsibilities, and roles of National Aeronautics and Space Administration (NASA) Goddard Space Flight Center (GSFC) Wallops Flight Facility (WFF) and the Department of Transportation (DOT) Federal Aviation Administration (FAA) and to collaborate to provide a stable framework for ensuring each agency meets its responsibilities associated with overseeing the safety of U.S. commercial space sector activities while eliminating duplicative requirements placed on commercial launch or reentry activities on NASA WFF property. This Annex applies to FAA licensed launch and reentry activities that take place at WFF. This Annex does not alter or otherwise modify the roles and responsibilities regarding commercial launch and reentry.

Consistent with the Umbrella Interagency Agreement (hereinafter referred to as “Umbrella IAA” or “IAA”), NASA WFF enters into this Annex in accordance with the National Aeronautics and Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e), and FAA enters into this Annex in accordance with 49 U.S.C. § 106(l)(6) and 106(m).

ARTICLE 2. RESPONSIBILITIES

A. NASA WFF will:

1. Establish and control access to hazard areas on NASA WFF property, except for hazard areas fully contained within leased property, in accordance with (IAW) Goddard Space Flight Center (GSFC) policy (e.g., GSFC-STD-8009 *Goddard Space Flight Center Wallops Flight Facility Range Safety Manual*, 800-PG-8715.1.1 *Danger Area Control & Roadblocks for Hazardous Operations*, and GPR 8700.11 *Safety Program for Non-NASA Operations on Wallops Flight Facility*) and an operator’s license. (IAA Article 4 G(2))
2. Not establish hazard areas on NASA WFF that are inconsistent with the time, size, and shape with hazard areas documented in an operator’s license without prior coordination with ASA-100. (IAA Article 4 G(3))

3. Provide any applicable tenant lease agreements defining NASA WFF safety requirements and any service agreements per §§ 450.31 and 450.45 to the FAA AST/ASA-100 to support paragraph B(7) below. (IAA Article 4 G(1), G(6))
 - a. Questions regarding the agreement should be directed to the NASA GSFC/WFF Director's Office.
4. Provide ground safety oversight for licensed or permitted activities on NASA WFF property IAW FAA regulations and policy, including 14 CFR 450.37, 14 CFR 450.179(b), Federal Register Notice at 90 FR 19776, and GSFC ground safety policy. NASA WFF ground safety oversight will be documented in agreements with commercial spaceports and/or commercial operators. (IAA Article 4 G(1), G(6))
 - a. NASA WFF Ground Safety policy includes GSFC-STD-8009 *Goddard Space Flight Center Wallops Flight Facility Range Safety Manual*, 390-PG-8715.5.1 *Range Safety Process for Programs and Projects*, and GPR-8700.11 *Safety Program for Non-NASA Operations on Wallops Flight Facility*

B. NASA WFF will use reasonable efforts to:

1. Ensure lessees control access to hazard areas fully contained within leased property IAW established and documented procedures pursuant to lease agreements. (IAA Article 4 G(2))
2. For each commercial launch activity conducted on NASA WFF property, NASA WFF will coordinate with external organizations (e.g., FAA Air Traffic Organization, Coast Guard, United States Navy, local officials, etc.) as documented in commercial spaceport and/or operator agreements. (IAA Article 4 C(1), G(2))
3. Provide range services and flight safety analysis services at the request of commercial launch operators on a case-by-case basis and as documented in agreements with commercial launch operators and/or commercial spaceport operators. (IAA Article 4 G(1), G(6))
 - a. NASA WFF flight safety analysts are trained and certified IAW 390-PG-3410.2.1 *Wallops Safety and Mission Assurance Training and Certification Program* and the Wallops Safety and Mission Assurance Division's Training and Certification Plan
 - b. NASA WFF flight safety analyses will be conducted IAW 392-WI-8705.0.2 *Flight Safety Risk Analysis Instructions for Guided Vehicles*
 - i. NASA WFF will update 392-WI-8705.0.2 based on new information and/or analysis techniques that are coordinated and socialized through the Common Standards Working Group (CSWG) or successor organization.

- c. Novel mission aspects and/or analysis approaches identified by NASA WFF will be coordinated with ASA-100, and the CSWG as appropriate, as early as possible in the mission planning process.
 - d. NASA WFF will establish ground rules and assumptions with the FAA and ensure licensed operators have received FAA approval of §§ 450.117, 450.121(b), (d)(1), (d)(2), and 450.119(c)(2) prior to executing any run-for-record flight safety analyses.
 - e. Flight safety analysis results will be delivered directly from the Wallops Safety and Mission Assurance Division to ASA-100 and the launch operator.
4. Document range services and flight safety analysis services offered by NASA WFF used to satisfy commercial operator license requirements in letters of request for acceptance from NASA WFF to FAA IAW AC 450.45-2 *Compliance when Contracting with a Federal Entity*. (IAA Article 4 G(1), G(6))
- a. NASA WFF letters of request will include:
 - i. A list of regulations NASA WFF requests to satisfy on behalf of any launch or reentry operator.
 - ii. A list of flight safety analysis tools and systems, as well as range assets, used to satisfy regulations.
 - iii. A description of NASA WFF safety policy, procedures, training processes, and validation approaches relevant to the regulation NASA WFF requests to satisfy.
 - iv. A generic timeline to deliver flight safety analysis products.
5. Share findings with FAA after NASA WFF conducts discretionary audits IAW agreements with commercial tenants located on NASA WFF property for compliance to NASA safety requirements. (IAA Article 4 C(1)(b), H(3))
6. Coordinate with the FAA and the CSWG (or successor organization) prior to publication of new or revised NASA WFF ground and flight safety policy requirements relevant to licensed or permitted activities. (IAA Article 4 G(8), H(1))
7. Facilitate access requests related to FAA compliance monitoring efforts as (IAA Article 4 G(5)):
- a. Access requests to facilities on NASA WFF for specific licensed activity will be provided with 48 hours' notice via email to the cognizant NASA WFF Project Manager (PM) responsible for the activity.
 - b. If access is required to a tenant facility on NASA WFF property, FAA will coordinate with both the NASA WFF PM and the tenant representative.
 - c. FAA individuals requesting unescorted access to Wallops Island are required to follow GSFC/WFF access requirements.

C. FAA will

1. Inform NASA WFF concerning FAA licensed or permitted operations or applications that could operate from NASA property, use NASA property, or could negatively affect NASA property, during established monthly meetings. *(IAA Article 4 E(2))*
2. Provide access to the scope of license determination for launches and reentries at NASA WFF such that NASA WFF can understand when FAA oversight begins and ends for licensed activities conducted on NASA WFF property. *(IAA Article 4 E(2), H(3))*
3. Issue determinations regarding NASA WFF services that satisfy applicable 14 CFR Chapter III requirements in FAA memorandums that are published and publicly available IAW AC 450.45-2 Compliance when Contracting with a Federal Entity. *(IAA Article 4 D(1))*
4. Ensure the ASA-200 flight safety analysis evaluation process verifies NASA WFF site specific data (population, meteorological, building structures, critical assets, etc.) are the latest available from NASA WFF, through the Wallops S&MA Division, for each license determination and subsequent modification. *(IAA Article 4 H(3))*

D. FAA will use reasonable efforts to:

1. Encourage operators to draft an agreement, or chain of agreements, for requested services from NASA WFF prior to application acceptance. *(IAA Article 4 D(1))*
2. Inform NASA WFF, upon request, the rationale concerning operator compliance and determinations that pertain to the safety of members of the public (i.e., NASA workforce, tenants, and guests) on NASA WFF property. *(IAA Article 4 H(3))*
3. Accept the use of WFF's ground safety processes, requirements, and oversight by operators conducting licensed activities from the NASA WFF federal site and commercial spaceports on NASA WFF property in accordance with FAA regulations, guidance, and policy, including 14 CFR 450.37, 14 CFR 450.179(b), and the Federal Register Notice at 90 FR 19776. *(IAA Article 4 E(1))*
4. Accept the use of direct agreements between NASA WFF and a launch operator or a 'chain of agreements' between NASA WFF, a commercial spaceport, and the launch operator for purposes of establishing NASA WFF oversight and/or services for licensed or permitted activities conducted at NASA WFF. *(IAA Article 4 D(1), E(1))*
5. Provide notice at the beginning of the launch campaign via email to the Wallops Safety and Mission Assurance (S&MA) Division as to whether an upcoming licensed activity of interest, as identified by NASA WFF, will have official FAA inspection. Notification may be sent to the Wallops S&MA Division Chief, the Wallops Range Safety Chief Engineer, or a specified delegate. *(IAA Article 4 E(3))*

- a. Activities of interest have been defined by NASA WFF as:
 - i. Flight safety system installation, checkout, and test procedures.
 - ii. All hazardous ground procedures conducted on NASA WFF property.
 - iii. Launch and/or reentry operations.

- b. IAW IAA Article 4 Section E Paragraph 3, NASA WFF concerns associated with licensed or permitted activities not having official FAA inspection may be sent to the FAA's Safety Assurance Division, Central Branch Manager (ASA-320), or a specified delegate.

E. NASA WFF and FAA will use reasonable efforts to:

1. Coordinate with respect to a launch or reentry operator's request for relief (i.e., equivalent level of safety or waiver) from a common launch or reentry safety requirement, as¹ (*IAA Article 4 H(5)*):
 - a. The Wallops Safety and Mission Assurance Division Range Safety Chief Engineer and the applicable ASA-100 staff will forward relevant requests to each other, as notification, as soon as reasonably practicable (within 1-3 business days) and prior to responding to the launch or reentry operator.
 - i. Each party may request a meeting, as needed, to discuss the content of the relief request as it pertains to each party's authorities and responsibilities as defined in IAA Article 4 Sections B and C.
 - ii. Except as provided below, the FAA is the sole authority approving public safety requests for relief applicable to licensed activity conducted on NASA WFF property. NASA WFF is responsible for approving any requests for relief concerning ground safety oversight provided by NASA WFF in accordance with 14 CFR 450.179(b) and will notify ASA-100 if a request is approved.
 - iii. The FAA does not have the authority to approve requests for relief to applicable NASA WFF safety requirements for launch or reentry operator activities conducted outside of the FAA's scope of license determination under §§ 450.3.

2. Meet monthly (hybrid meeting) to discuss the status of licensed activity occurring, or planned to occur, on NASA WFF property and any changes to Neighboring Operations Personnel (NOP) on Wallops Island. (*IAA Article 4 E(2)*)

3. Meet on an annual basis (or more often if there are changes) as identified in Article 3, to discuss the status of critical assets and Neighboring Operations Personnel (NOP) on Wallops Island. Additional meetings may be held in the interim on an as-needed basis at the request of either party. (*IAA Article 4 F(3)*)
 - a. NASA WFF will identify any critical assets that NASA WFF (or another relevant federal agency) owns or otherwise depends on.

- b. NASA WFF will submit individuals and/or organizations to be considered NOP to FAA for acceptance.
- 4. Define the implementation specifics for FAA requests of NASA WFF compliance monitoring activities and associated outputs (reports) of the efforts, should this option ever be desired (*IAA Article 4 G(5)*):
 - a. At this time, FAA does not anticipate requesting NASA WFF to accomplish any compliance monitoring activities that are outside the ground safety oversight provided for launch and/or reentry operators as defined in agreements with the launch operator and/or commercial spaceport operator.

ARTICLE 3. SCHEDULE AND MILESTONES

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

Annual Critical Asset and NOP Review (hybrid)	Every June
FAA – NASA WFF Monthly Review (hybrid)	Monthly

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS - IDENTIFIED INTELLECTUAL PROPERTY

Notwithstanding Article 10 of the IAA, if FAA or NASA WFF provide Launch or Reentry Operator Proprietary Data or Controlled Government Data to the other party, the disclosing party must identify the data as proprietary data or controlled government data at the time the data is disclosed in accordance with paragraph C of Article 10 of the IAA

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 such times as terminated by either party in accordance with Article 7 or the expiration or termination of the IAA. The term of this Annex shall not exceed the term of the IAA.

ARTICLE 7. TERMINATION

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

To verify the currency and accuracy of this Annex, the Parties will review every two years within 2 months of the Annex's final signature - or sooner should the need arise. An electronically signed email exchange between the Parties will provide required documentation of this review.

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 Goddard Space Flight Center/NASA
Wallops Flight Facility

David L. Pierce
Director, Wallops Flight Facility
Wallops Island, VA 23337
Phone: 757-824-1201
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DOT Federal Aviation Administration

James A. Hatt
Manager, Space Policy Division
800 Independence Avenue SW, Room 300 East
Washington, DC 20553-0001
Phone: 202-549-2325
james.a.hatt@faa.gov

Technical Points of Contact

NASA Goddard Space Flight Center/Wallops
Flight Facility

Dr. Cindi Pietroski
Chief, WFF Safety & Mission Assurance
Division (Code 390)
32400 Fulton Street, Building E-107, Rm 217
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DOT Federal Aviation Administration

Ansel Collins (ASA-100)
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ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the FAA. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

National Aeronautics and Space
Administration
Goddard Space Flight Center

United States Department of Transportation
Federal Aviation Administration

BY: _____

Cynthia W. Simmons
Center Director of Goddard Space
Flight Center

MINH A.
BY: NGUYEN  Digitally signed by MINH
A. NGUYEN
Date: 2026.03.02
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Minh A. Nguyen, Ph.D.
Deputy Associate Administrator for
Commercial Space Transportation