

CONSORTIUM MEMBERSHIP AGREEMENT

Agreement among Members

of

**SYSTEM OF SYSTEMS SECURITY
(SOSSEC)**

Concerning

Continuous support to federal, state and local Homeland Defense/Homeland Security initiatives including Force Protection.

Effective Date: 09/25/07

Registered with DOJ and FTC pursuant to the National Cooperative Research and Product Act of 1993 (15 U.S.C. 4301) on 09/25/07.

CONSORTIUM MEMBER AGREEMENT

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CONSORTIUM MEMBER AGREEMENT

09/25/07

PREAMBLE

This Consortium Member Agreement (the “Agreement”) is made as of the 25th of September (the “Effective Date) by, between, and among DDN Incorporated, CACI, Rutgers University, L. Robert Kimball, MATRIC, MountainTop Technologies, Abacus Technology and EPSScentral, all referred to herein as “Consortium Member” or, collectively as “Consortium Members”. The Consortium Members may also be referred to herein individually as a “Party” or collectively, as “Parties.”

WITNESSETH

WHEREAS, the Parties intend to enter into a Section 845 Other Transactions Agreement (the “OT Agreement”) and/or contracts with federal, state and local Sponsor(s) for the funding of certain research and development to be conducted, in partnership with these entities and other Consortium Members, for the SOSSEC Consortium herein after referred to as the “SOSSEC” in the field of Homeland Defense/Homeland Security initiatives and Force Protection (henceforth known as Homeland Defense/Homeland Security).

WHEREAS, the Parties wish to ensure quick and efficient delivery of Homeland Defense/Homeland Security solutions and technologies to enhance the nation’s abilities to respond to either manmade or natural incidents/events.

WHEREAS, the Parties wish to concurrently develop, sustain and expand their collective strategic technical superiority;

WHEREAS, the Parties wish to develop, maintain and execute a flexible multi-year Strategic plan that clearly defines performance goals and maximizes the collective capabilities of Sponsor(s), industry and academia and focus those capabilities toward attainment of sound technical solutions consistent with these goals;

WHEREAS, the Parties wish to provide a unified and coordinated message to the collective Homeland Defense/Homeland Security community as to the strategically important role of systems of systems for Homeland Defense/Homeland Security in the coordinative environment.

WHEREAS, the Parties wish to define programs and obtain program funding that is focused on the development, demonstration and transition of key technologies that will result in Homeland Defense/Homeland Security system improvements or the fielding of new systems or system upgrades;

ARTICLE I DEFINITIONS

- 1.1** When used in this Agreement, the following terms, whether used in the singular or plural, shall have the meanings set forth herein.
- 1.2** "Additional Consortium Members" means the Consortium Members, other than the Charter Consortium Members, who become signatories to this Agreement after the Effective Date pursuant to the procedures set forth herein and in the specific OT Agreement between the Consortium Members and the sponsoring agency.
- 1.3** "Administrative Grants Officer" (AGO) means the individual the Grants Officer (GO) has delegated, and as listed in the OT Agreement, to administer the Project Awards, OT Agreement and to modify these documents when authorized by GO.
- 1.4** "Affiliate" means a signatory that is either a government entity or FFRDC (Federally Funded Federal Research and Development Center) and shall have no voting rights in the Consortium but may advise.
- 1.5** "Agreement" means this Consortium Member Agreement.
- 1.6** "Cash Contribution" means the consortium members' financial resources expended to perform a Project awarded under this Agreement. The cash contribution can be derived from company funds or outside sources or may also come from nonfederal contract or grant revenues or from profit or fee on a federal procurement contract. A Company's own source of funds may include corporate retained earnings, current or prospective Independent Research and Development (IR&D) funds or any other indirect cost pool allocation. New or concurrent IR&D funds can be utilized as a cash contribution provided those funds identified by the Consortium Members are to be spent on performance of the Statement of Work (SOW) of a Project or specific tasks identified within the SOW of a Project. Prior IR&D will not be considered as part of the Consortium member's cash or in kind contributions nor will fees be considered on the contractor's cost sharing portion. Cash contributions include the funds a Consortium Member will spend for labor (including benefits and direct overhead), materials, new equipment (prorated if appropriate), subcontractor efforts expended on the SOW of a Project, and restocking the parts and material consumed.
- 1.7** "Consensus" means an agreement in opinion by 2/3rds or more of those entitled to vote.
- 1.8** "Consortium" means the System of Systems in Security Consortium (SOSSEC) which is made up of Consortium Members from industry, academia, non-profit organizations, and not-for-profit organizations pursuant to this Agreement.
- 1.9** "Charter Consortium Members" means those Consortium Members as set forth in the preamble to this Agreement and that are signatories to this Agreement as of the Effective Date.
- 1.10** "Consortium Member" or "Consortium Members" means the individual organizations that are or become signatories to this Agreement either as Charter Consortium Members or as additional Consortium Members.

1.10 “Consortium Member Agreement” means this Agreement governing the rights and obligations of the Consortium Members as they relate to the organization and operation of the Consortium.

1.12 “Contract Year” means (a) with respect to the first Contract Year, the period commencing on the Effective Date and ending in twelve (12) months thereafter, and (b) each subsequent twelve (12) month period of this Agreement.

1.13 “Effective Date” means the date first written above and on which this Agreement is signed and executed by the last of the Charter Consortium Members.

1.14 “Independent Research and Development (IR&D)” means a Consortium Member’s cost that consists of projects falling within the four following areas: (a) Basic Research, (b) Applied Research, (c) development, and (d) system and other concept formulation studies. The term does not include the cost of effort sponsored by a grant or required in the performance of a contract. IR&D effort shall not include technical effort expended in developing and preparing technical data specifically to support submitting a bid and proposal.

1.15 “In Kind Contribution” means the Consortium Members' non-financial resources expended by the Consortium Members to perform a Project such as wear-and-tear on in-place capital assets like machinery or the prorated value of space used for performance of the Project, and the reasonable fair market value (appropriately prorated) of equipment, materials, intellectual property and other property used in the performance of the SOW of the Project.

1.16 “Strategic Plan” means the overall multi-year research and development plan developed by the Consortium that presents a national vision, science and technology objectives, priorities, and corresponding budget to accomplish Initiatives in the field of Homeland Defense /Homeland Security.

1.17 “Proposed Annual Budget” means a general estimation of required funding in total and by Research Initiative to perform the Initiatives in the Proposed Annual Research Plan. The Proposed Annual Budget also includes an estimated major milestone schedule for each of the Research Initiatives.

1.18 “Initiative” means a specific idea for research and development in the field that becomes an input to the Strategic Plan.

1.19 “Project(s)” means those Project Proposals selected by the Sponsor(s) for award under an OT Agreement or contract. Project(s) will be conducted by a Consortium Member, Consortium Members and/or the Sponsor(s) either individually or among and between themselves for the agreed upon period of performance.

1.20 “Project Award” means the award instrument utilized by the Sponsor(s) to award a Project to a Consortium Member or Consortium Members pursuant to this Agreement.

1.21 “Project Proposal” means a proposal from a Consortium Member or Consortium Members, in response to the Sponsor(s)’s annual Proposal Announcement (PPA) that will be evaluated by the Sponsor(s) for award selection in a specific Contract Year.

1.22 “Project Proposal Announcement (PPA)” means the Sponsor(s)’s annual request for competitive proposals from Consortium Members based on the Initiatives determined by the Sponsor(s) in the Annual Strategic Plan. Such announcements will include the technical, management and cost factors that will be used as the Sponsor(s)’s basis for selection of a Project Award.

1.23 “Science and Technology Objective (STO)” states a specific, measurable, major technological advancement to be achieved by a specific fiscal year. STOs are reviewed annually at a joint meeting with the Sponsor(s) and subsequently approved by the Sponsor(s).

1.24 “White Paper” means a one (1) or two (2) page paper submitted by a Consortium Member, Consortium Members or Sponsor(s) organizations that describes a specific idea in the Field to be considered for inclusion as a Initiative in the Strategic Plan. The White Paper shall contain a section defining the technical objectives, a general estimate of required funding and an estimated major milestone schedule. ***The White Paper shall not contain confidential information, proprietary data, trade secrets or data controlled by export control laws.*** The White Paper shall be sent to the GO for an initial review by the Sponsor(s) prior to being reviewed by the Executive Director and the Board of Directors.

1.25 Sponsor(s) means any governmental (e.g. federal, state, local agency) that enters into a working arrangement with the Consortium.

1.26 “SOSSEC, Inc. means a company formally incorporated in the state of Massachusetts on 05/21/08. SOSSEC, Inc. will be the exclusive agent of the SOSSEC Consortium and will execute the mission to include execution and administration of contracts, establishment of the Executive Director, administration of the Consortium, oversight of technical programs and representing the Consortium to the Sponsor(s).

ARTICLE II THE CONSORTIUM

2.1. Background. The Sponsor(s) has expressed a desire for industry and academia to form a consortium to facilitate research and development activities, in cooperation with the U.S. Department of Defense (DoD) Components, other federal agencies, state and local Sponsor(s) in the areas of Homeland Defense and Homeland Security systems. The Sponsor(s) and the Consortium Members, through the company SOSSEC, Incorporated hereafter referred to as SOSSEC Inc. and through the management structure defined herein, will conduct research and development activities that advance the state-of-the-art as well as technology, scientific and engineering skills in the Field that are needed to develop and transition new technologies into Homeland Defense and Homeland Security systems. All management functions contained in this agreement will be hereafter transferred to SOSSEC Inc. and execution by SOSSEC Inc. as the sole agent of the SOSSEC Consortium to the Sponsor(s).

2.2 Establishment of Consortium. As of the Effective Date of this Agreement, the Parties hereby establish the System of Systems in Security (SOSSEC) Consortium. SOSSEC is a Sponsor(s)-oriented non-incorporated enterprise, whose participants are from industry, academia and Sponsor(s) formed under this Membership Agreement. SOSSEC is dedicated to improving,

by an order of magnitude, the nation's ability to detect, intervene, respond to and recover from any and all attacks and natural disasters on the Homeland. The SOSSEC approach is to facilitate a transformation of how we defend the Homeland: by addressing issues of national interest that have not been effectively solved by the Homeland Defense community.

1. Coordinated Homeland Defense (HLD)/Homeland Security (HLS) operations and effective resource sharing demand integration and interoperable, system of systems solutions that support agile, "sense and respond" security and defense capabilities cutting across organizational boundaries and spanning broad geographic areas. System-of-systems integration enables timely access to shared, sensitive information across all levels, maximizing capabilities to: recognize, protect against, prevent, respond to, and mitigate the effects of terrorist attacks; as well as to manage and coordinate remediation and recovery efforts. SOSSEC provides this essential element of integration: weaving together individual Homeland Defense/ Security projects and solutions into a cooperative, inter-networked System of Systems.
2. SOSSEC conducts research programs in certain critical areas that the Homeland Defense community does not adequately address. The SOSSEC research program focuses on human factors, and the investigation of tactics, techniques and procedures that adapt technology to the needs of responders in the field; in order to: reduce workloads, enable faster responses, enable more focused responses, simplify processes, and reduce maintenance costs. SOSSEC also provides a product "certification" / evaluation service that helps first responders to select products that will meet their needs, and which helps vendors of products to improve the products they offer.
3. SOSSEC investigates and identifies approaches to the systematic improvement of the processes used to field systems and capabilities. SOSSEC works with the acquisition community to improve the acquisition processes for Homeland Defense, Homeland Security and Force Protection. It conducts studies and produces recommendations which are structured to address impediments in the acquisition policies and procedures that restrict rapid deployment of advanced solutions to Homeland Defense, Homeland Security and Force Protection problems.

2.3 Consortium Members. As of the Effective Date of this Agreement and subject to other conditions of membership as further defined herein, the sole Consortium Members are the Charter Consortium Members listed herein on Exhibit A. The intent of the Parties is that the SOSSEC will include members from industry, academic institutions, and non-profit and not-for-profit organizations. The Parties adopt a non-exclusive, open membership policy. The Consortium Members will include Additional Consortium Members in accordance with the provisions contained herein and in the appropriate OT or Contract Agreement. The Consortium through its Consortium Executive Director will notify the Sponsor(s) of the addition or deletion of Consortium Members. All Consortium Members, regardless of when they become a signatory to this Agreement, have the same rights and obligations hereunder.

2.4 Memorandum of Agreement. This Agreement between Consortium Members in conjunction with the OT Agreement(s) as referenced herein, shall govern the relationships and interaction between Consortium Members. This Agreement contains (i) terms applying to the conduct of Consortium business during the term of this Agreement and (ii) a description of the Consortium management structure.

2.5 Purpose of Consortium. The following are the specific objectives of the collaborative effort between the Consortium Members and Sponsor(s) entities:

- a. Establish sound technical and programmatic performance goals based on the needs of the user,
- b. Develop information which will allow the Sponsor(s) to create and maintain a Strategic Plan that defines performance goals and maximizes the utilization of the Sponsor(s), industry and academia team's capabilities,
- c. Provide a unified voice to effectively articulate the strategically important role that Homeland Defense and Homeland Security technologies play in the future defense of the nation,
- d. Create programs and secure funding focused on the development of key technologies and system improvements within the SOSSEC paradigm,
- e. Effectively develop critical technologies that can be transitioned to both the federal Sponsor(s) and civil authorities,
- f. Execute a flexible multi-year integrated Strategic Plan, and,
- g. Maximize the utilization of Sponsor(s), industry and academia capabilities.

2.6 Value Proposition of Consortium. Successful execution of the SOSSEC initiative delivers significant benefits to multiple stakeholders:

1. **Military services** gain enhanced capabilities in DOD role of support to civil authorities.
2. **Homeland Defense/Security practitioners** (e.g., emergency managers, first responders, planners, and follow-on support organizations) gain new levels of operational capabilities to anticipate, protect against, and respond to emergencies resulting from terrorist actions or natural or man-made disasters.
3. **Dual Use: Military and civilian users** receive an economic benefit by using state-of-the-art technology at significantly reduced costs.
4. **Enhanced training and preparedness:** The ongoing integration process, including conducting demonstrations and training readiness exercises, accelerates identification and adoption of best practices and best of breed technologies.
5. **Industry and Academia** benefit from a collaborative integration of ideas, broader exposure and operational application of their products, technologies, and concepts, deeper understanding of operational requirements, and an expanded network of partnerships and alliances to support business and research interests.
6. **Sponsor(s) agencies and political leadership** gain benefit from a greater return on investments made in participating programs. As critical mass is achieved, and the integrated regional SOSSEC expands, the transition of pilot/demonstration projects to major, programmed implementation is greatly facilitated.
7. Spiral development and demonstration provides the forum an opportunity to evaluate what works and assist in defining and establishing a firm set of requirements for system and product development.
8. Most importantly, the **constituents of the served communities** benefit from markedly higher security from hostile actions and/or man-made or natural disasters.
9. Establishes a firm “bottoms up” requirement set engaging **First Responders**.

**ARTICLE
III
CONSORTIUM MANAGEMENT AND ADMINISTRATION**

3.1 Organization and Administration. The Consortium shall utilize a number of positions, committees and Integrated Product Teams (IPT) to coordinate the Consortium's activities with the Sponsor(s). The Parties agree to elect and utilize a Consortium Executive Director to administer the affairs of the Consortium. Such Consortium administration by the Consortium Executive Director will be under the direction of the Consortium Member representatives to the Board of Directors.

3.1.1 Additional Consortium Members. Subsequent to execution of this Agreement by its Charter Members, an open call for interest and application will be published by the Sponsor(s) through the Commerce Business Daily. To facilitate an open membership policy the membership application and approval process described herein may take place throughout the Sponsor(s) Fiscal Year. Membership applications from interested parties, in substantially the same form identified in Exhibit B, may be submitted by interested parties from time to time throughout the year. Membership applications, which are not in the form identified in Exhibit B, will not be processed and organizations submitting such non-conforming applications will be required to reapply. Valid membership applications will be promptly reviewed and approved or disapproved by the Board of Directors. All Additional Consortium Members shall become a party to this Agreement by executing a counterpart hereof, as well as become a party to the OT Agreement.

3.1.2 Consortium Membership Requirements. The requirements for membership in the Consortium are as follows:

3.1.2.1 Minimum Requirements Directed by the Sponsor(s). At the direction of the Sponsor(s), membership in the Consortium shall be granted to U.S. firms or institutions organized or existing under the laws of the United States, its territories, or possessions. Membership to any agency or instrumentality of a foreign Sponsor(s) and firms, institutions or business organizations which are owned or substantially controlled by foreign Sponsor(s)s, firms, institutions or individuals, shall be granted on a case-by-case basis at the sole discretion of the U.S. Sponsor(s).

3.1.2.2 Requirements Directed by the Consortium. The Parties agree that membership in the Consortium shall only be granted to firms or institutions that meet the following criteria:

- (a) Membership Criteria
- SOSSEC members must meet the following criteria:
- Industry/Academia
 - Does the organization requesting membership have a funded program or is pursuing such a program in our area of interest?
 - If the organization has Sponsor(s) and Sponsorship(s), does that Sponsor(s)/Sponsorship(s) support membership in SOSSEC?
 - Does the organization have a related technology that is supportive of SOSSEC goals?

- Is the organization willing to make these technologies available for demonstrations and the formulation of potential solution sets?
- Sponsor(s) (municipal through federal)
 - Mission area applicable to SOSSEC mission.
 - Willingness (formal agreement) to collaborate via OTA, CRADA, Cooperative Agreement, grant or contract.

SOSSEC affiliate members must meet the following criteria:

- Sponsor(s)/Industry/Academia
 - Does the organization have a related technology that is supportive with the SOSSEC goals?
 - Is the organization willing to make these technologies available for demonstrations and the formulation of potential solution sets?
 - Sponsor(s) Affiliates
 - Selected Sponsor(s) in-service personnel who are assigned to the SOSSEC Consortium for a term of two (2) years to:
 - Transition a technology.
 - Gain experience/expertise.
 - Industry/Academia
 - Selected industry/academia personnel who come to SOSSEC to:
 - Learn about a technology so they may be licensed.
 - Gain general knowledge/expertise.
- (b) Are not barred from contracting with or receiving funds from, the United States Sponsor(s),
- (c) Will contribute their respective talents and resources to the Consortium such as periodic meeting attendance and participation, committee and/or subcommittee service, or other consultation and/or service as may be appropriate,
- (d) Are willing to provide otherwise publicly available information in their membership application denoting their current research and development capabilities that may be applicable to Homeland Defense and Homeland Security systems technologies and to describe the general nature of their organizations' business as it may apply to these technologies,
- (e) Will attend, at a minimum, the Consortium General Membership meetings to be conducted four (4) times per year or as appropriate.
- (f) Will pay administrative dues and provide financial support to fund the administrative expenses of the Consortium Executive Director as hereinafter defined.

3.2 Consortium Board of Directors. The Consortium shall have a Board of Directors to

provide sense and direction to all activities and act as the hiring officials to the Consortium Executive Director. The Board will oversee planning, organizing and directing of the Consortium and the performance of the Executive Director. The Board shall consist of nine (9) permanent members consisting of the charter members and three(3) members elected by the General Membership (rotating membership) for one (1), two (2) and three (3) year terms. The initial Board of Directors shall be elected as follows: One member to a one (1) year term, two members to a two (2) year terms and two members to a three (3) year term. Thereafter all members of the Board of Directors shall be elected for a three (3) year term. If a member of the Board resigns or is unable to fulfill his/her term for any reason, the remaining Board members shall fill the vacant Board position by a majority vote of the Board. The vacant Board position shall be filled from qualified members of the Consortium. Any Board member so appointed shall only serve the unfilled term of the member he/she is replacing.

3.2.1 Consortium Executive Director. The Consortium Executive Director will be a non- Sponsor(s) company or individual selected by the Board of Directors based upon qualifications and significant experience in management relevant to the goals and objectives of SOSSEC. The Consortium Executive Director shall have an initial term of one (1) year. Following the initial term the Board of Directors shall extend the term of the initial Consortium Executive Director or interview additional companies and/or individuals for the position of Consortium Executive Director. Candidates for this position shall have a good understanding of this agreement, understand OTA, CRADA, Cooperative Agreements and federal contracting. Further, the candidate should have a technical background relative to the SOSSEC Mission and Goals.

3.2.1.1 Responsibilities of the Consortium Executive Director. The Consortium Executive Director shall manage and coordinate the day-to-day operational affairs and staff of the Consortium. The Executive Director shall act as the administrative point of contact and negotiator for the Consortium Members under this Agreement and any amendments hereto. The Consortium Executive Director shall ~~also~~ be responsible for obtaining signatures of the Parties on any amendments to this Agreement and/or all other Agreements (OTA, CRADA, contracts, etc.). The Executive Director shall request nominations, prepare a slate of candidates for any open Committee positions, provide notice of committee membership and membership changes to the Consortium Members and the Sponsor(s), provide notice of the Board of Directors meetings and a request and recommend agenda items to the Consortium Members, and provide notice of Consortium Member additions and deletions to the Sponsor(s). The Consortium Executive Director will organize the quarterly Consortium general membership meetings. The organizational duties of the Consortium Executive Director with respect to the Consortium general membership meetings shall include as a minimum, the following tasks:

- (a) Prepare a yearly Strategic Plan,
- (b) Prepare a yearly and three-year Marketing Campaign Plan,
- (c) Prepare and present to the Board of Directors a one year and three year budget,
- (d) Coordinate with the Sponsor(s) Sponsor(s) and/or host Consortium Members to determine meeting logistics,

- (e) Provide meeting notices to Consortium Members at least thirty (30) days in advance of the meeting with a request for agenda items from the Sponsor(s) and the Consortium Members,
- (f) Prepare and issue the agenda at least ten (10) days in advance of the meeting,
- (g) Recommend policies and policy changes to the Board of Directors.
- (h) Act as a facilitator during the meeting, any elections, and discussion and votes on any amendments to either this Agreement and/or the Consortium Member Agreement,
- (i) Document attendance by Consortium Members,
- (j) Prepare and issue meeting minutes to the Sponsor(s) and all Consortium Members within thirty (30) days after the meeting.

The Consortium Executive Director shall monitor each Party's adherence to this Agreement and to the OT Agreement. In addition, the Executive Director shall undertake such other duties or responsibilities as are assigned by this Agreement or by the Board of Directors.

The Consortium Executive Director shall establish a Consortium banking account and shall have the authority to receive, deposit and expend funds from this account as required to maintain and operate the Consortium. The Consortium Executive Director shall also provide a quarterly operational and financial report to the Board of Directors that accurately reflects the activities and financial status of the Consortium.

3.2.1.2 Consortium Executive Director Administrative Expenses

Reimbursement. As soon as is practical after the Effective Date of this Agreement, but not later than sixty (60) days after the Effective Date, the Parties shall establish funding for the administrative expenses of the Consortium Executive Director. Such fund shall be administered by the Board of Directors. Initially, all membership dues cited in paragraph 3.1.2.2. (f) above shall be deposited in the fund. Additionally, each Member Company receiving a Project Award after the Effective Date of this Agreement and the OT Agreement shall deposit into the fund an amount equal to three (3.0 %) percent of the total contract value of each Project Award received under the OT Agreement. Such deposits shall be made not later than sixty (60) days after Project award or if progress payments are used by the Sponsor, 3% of each invoice. The parties recognize that this assessment percentage of three (3.0 %) percent may or may not cover the expenses incurred by the company providing the Executive Director. Therefore, the Parties agree to reevaluate status of the fund and the administrative expenses and adjust the assessment accordingly. Members who have not paid the assessment within sixty days are not "members in good standing" for additional awards. The Board of Directors shall approve the yearly operational budget.

3.3 General Membership Meetings and Meeting Attendance. General Membership meetings of the Consortium will be conducted four (4) times per year or as appropriate. The location of all meetings will be determined on a meeting by meeting basis by a consensus of the Consortium Members in attendance. It is expected that Consortium Members will volunteer their facilities to periodically host Consortium meetings. Consortium Members

agree to attend, as a minimum, four (4) Consortium General Membership meetings per year to continue their membership in the Consortium. Consortium General Membership meeting agendas will at a minimum include Committee and Subcommittee reports, a Strategic Plan overview from the Executive Director, discussion of and votes on any amendments to either this Agreement and/or the OT Agreement, and elections for any open committee positions.

3.4 Consortium Member Voting Rights. Each Consortium Member has one vote. Except as otherwise indicated herein all decisions of the Consortium in the Consortium General Membership meetings or by electronic ballot require the approval of a 2/3 majority of the Consortium Members present at the meeting, or in the case of electronic ballot, eligible to vote.

3.5 Consortium Committees. As soon as practical after the Effective Date of the Agreement, the Board of Directors shall establish a series of committees manned by the Membership and Sponsor(s) to advise on the several areas in the Strategic Plan given below:

SOSSEC will focus on six strategic mission areas:

1. Research
2. Technology Transformation
3. Systems Engineering
4. Systems Acquisition
5. Consultation
6. Awareness

Research

SOSSEC works with its members and affiliate Sponsor(s), industry and academia to test new and emerging tactics, techniques, procedures and technology for Homeland Defense, Homeland Security and Force Protection problems. It provides members / affiliates access to test facilities, basic research, workshops and the SOSSEC core research program.

Core Research

Goal of the core program: Human factors and investigation into tactics, techniques and procedures to adapt the technology to the needs of responders in the field, to reduce workload, faster response, provide more focused response, simplify processes and reduce maintenance costs.

- Bridge the “gap”
 - Career field
 - Human Factors
 - Interoperability
- Product Evaluation
- Domain Specific Architecture Product Line of EOCs

Technology Transition

One of SOSSEC’s primary goals is to hasten the application of new tactics, techniques procedures and technology to Homeland Defense, Homeland Security and Force Protection. SOSSEC, working with its members and affiliates, identifies and aids in maturation of selected research technologies and licensing these technologies to its members and affiliates.

- DOD Technology repackaging and licensing
- SOSSEC developed products
 - Training
 - Software
 - Other

System Engineering

SOSSEC members conduct a number of programs for the federal Sponsor(s) and local municipalities dedicated to improving the nation’s ability to respond to threats. Applying advanced system engineering principles, SOSSEC unites these programs into a “System of Systems” framework based upon industry standards-based enterprise architecture and sound principles of interoperability.

- Development of program requirements based on system-of-system paradigm
- Program execution within a system-of-system paradigm
- Development of system engineering principles and processes for system-of-systems integration of programs

System Acquisition

SOSSEC works with the acquisition community to improve the acquisition processes for Homeland Defense, Homeland Security and Force Protection. These studies and recommendations are structured to address impediments in the acquisition policies and procedures that restrict rapid deployment of advanced solutions to Homeland Defense, Homeland Security and Force Protection problems.

- Develop new and novel acquisition strategies and approaches, and test approaches in “test” acquisitions
- Streamline acquisition methods
- Off-the-SOSSEC-shelf sole source
- Identification of impediments to acquisition interoperable systems

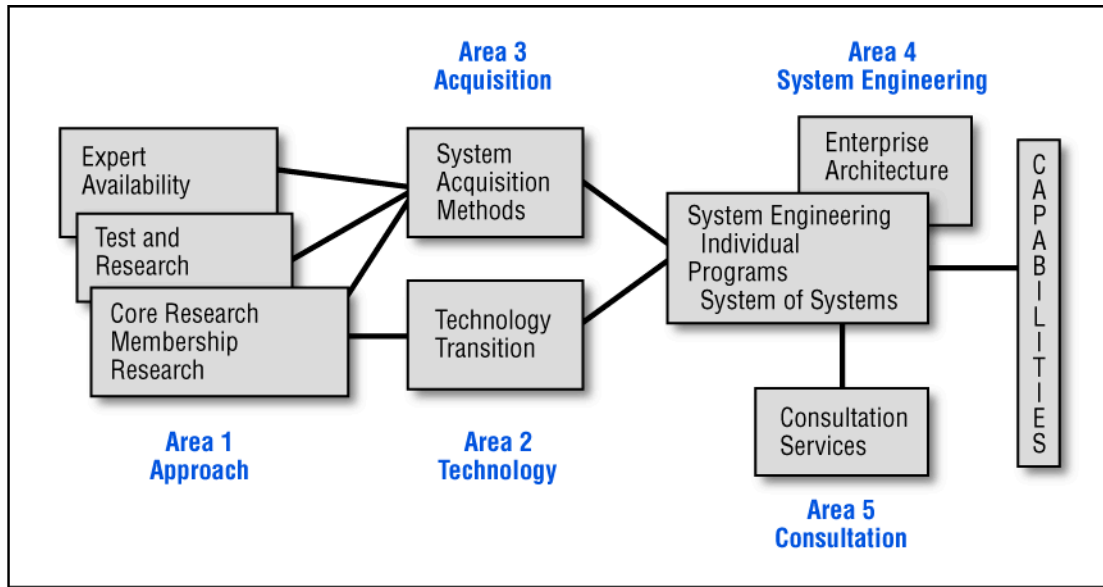
Consultation

SOSSEC provides a forum for answers to questions at any and all levels on Homeland Security issues. Consultation services are provided by the membership upon request. Operations of a verification and test facility to certify products for use in emerging operations are also included under this consultation mission area.

Awareness

SOSSEC conducts periodic demonstrations of selected technologies. This allows the membership to showcase the progress of individually funded programs, demonstrate new/innovative tactics, techniques, procedures and technologies and test system of system engineering principles. These Layered Defense Demonstrations (LDD) are also used to raise awareness throughout the legislative and Homeland Defense, Homeland Security and Force Protection community by being open and public.

Relationship of the Mission Areas



Relationship of the Mission Areas

3.5.1 Committee Responsibilities. Committees will provide comments and suggestions specific to the Subcommittee's areas of technical focus for review by the Executive Director. The Committees will also review White Papers specific to the Committee's areas of technical focus from both the Sponsor(s) and Consortium Members and make suggestions to the Executive Director and hence to the Board of Directors on the inclusion of the White Papers as Research Initiatives in the Strategic Plan. The Committees will develop individual elements of a subsequent Proposed Annual Research Plan and associated Proposed Annual Budget specific to the Committee's areas of technical focus including a suggested prioritization of the White Papers.

3.5.2 Other Committees

3.5.2.1 Business Development Committee. The Business Development Committee will consist of representatives from Consortium Member organizations. However, the Parties agree that representatives of the Sponsor(s) may attend and participate in the committee meetings. As necessary, and at their individual discretion, the Consortium Members may select additional representatives to the committee to replace outgoing committee members.

3.5.2.2 Business Development Committee Chairperson. The Business Development Committee will select a Chairperson to serve a two (2) year term.

3.5.2.3 Business Development Committee Responsibilities. The Business Development Committee shall have the following responsibilities:

- (a) Interface with key DoD components, including Users, Program Executive Officers (PEO's) and Program Managers, Department of Homeland Security, State and Local Emergency Management Organizations and Law Enforcement Organizations, Homeland Defense and other Sponsor(s) agencies to identify requirements for the technology developed under the Strategic Plan.
- (b) Recommend research and development programs and projects to be conducted to meet identified requirements.
- (c) Review evolving technology requirements and user needs and evaluate new opportunities for additional new objectives and Research Initiatives for input into the Strategic Plan.

3.5.2.4 Business Development Committee Meetings. The Business Development Committee will meet as appropriate to accomplish their responsibilities. The Chairperson of this committee will determine with the Sponsor(s) which committee meetings and/or portions of committee meetings the Sponsor(s) may attend.

3.5.2.5 Business Development Committee Meetings. It is anticipated that the Business Development Committee will operate on the principal of Consensus.

3.6.1 Program Management Organization.

TBD

3.6.2 Integrated Product Teams (IPTs). The Sponsor(s) and the Consortium Members are encouraged to form IPTs to develop both White Papers for consideration as Research Initiatives in the Strategic Plan and Project Proposals in response to the Sponsor(s)'s Project Proposal Announcement. In the event that IPTs are not formed at the White Paper or Proposal phase, after the selection and award of the Research Projects by the Sponsor(s), the Sponsor(s) and the Consortium Members agree, where applicable, to form IPTs to perform the Projects included in the Annual Strategic Plan. The membership and meetings of the Integrated Product Teams and the IPT leaders will be determined by the Party having the responsibility to perform the specific Project. The IPTs will report progress of the Projects against established objectives and milestones to the Executive Director. Where possible, the IPT leaders will participate as members of the appropriate Subcommittee.

ARTICLE IV

STRATEGIC MISSION AREAS AND PLANNING PROCESS

4.1 General. The SOSSEC Research Program will consist of the Strategic Plan and five year Strategic Mission Area Plans and one Annual Strategic Mission Area Program for each Contract Year during the term of this Agreement. The SOSSEC Research Program, including the Strategic Plan, the Annual Strategic Mission Area Programs and each Project encompassed therein, will be conducted under the general supervision and direction of the Executive Director.

4.2 Program Planning and Budgeting

4.2.1 Strategic Plan. The Strategic Plan is the strategic link between the technology planning of the Sponsor(s) and the Consortium Members and the incorporation of that planning into an Annual Strategic Mission Area Program:

- (a) Information derived from the DOD components' Science and Technology Objectives (STOs),
- (b) Proposed new Initiatives as defined by White Papers prepared and submitted by the Sponsor(s) and/or Consortium Members,
- (c) Ongoing or planned Project Award and,
- (d) Other inputs from the Sponsor(s) and/or the Consortium's Business Development Committee.

The Parties agree that the Strategic Plan for the first Contract Year shall be the Master Plan prepared by the SOSSEC Working Group and in existence as of the Effective Date of this Agreement. The Strategic Plan will be structured to ensure

timely demonstrations of affordable technologies and homeland defense/security systems concepts that enable (i) gaining new levels of operational capabilities to anticipate, protect against, and respond to emergencies resulting from terrorist actions or natural or man-made disasters, and (ii) requirements definition and prioritization through experimentation.

4.2.2 White Papers. During the last quarter of each calendar year and at other times as may be deemed appropriate by the Parties, White Papers recommending new Research Initiatives will be prepared by the Sponsor(s) and/or interested Consortium Members using the current Strategic Plan as a roadmap. The White Paper shall not contain confidential information, proprietary data, trade secrets or data subject to export controls. *The organization submitting the White Paper shall assure that it does not contain confidential information, proprietary data, trade secrets or data subject to export controls.* White Papers prepared by the Consortium Members will be submitted to the appropriate Sponsor(s). The appropriate Sponsor(s) will review such White Papers giving consideration to the nature and extent of Confidential Information, Trade Secrets or data subject to Export Control contained in the White Papers, and return White Papers to the party submitting same to redact such Confidential Information, Trade Secrets and data subject to Export Controls as necessary or appropriate, before forwarding to the Research Director. White Papers prepared by the Sponsor(s) shall be submitted directly to the Research Director. Upon receipt the White Papers will be reviewed by the Executive Director for consideration as Initiatives in the Strategic Plan and the Proposed Annual Strategic Mission Area Plan.

4.2.3 Proposed Annual Strategic Mission Areas Plan and Proposed Annual Budget. During the first quarter of each calendar year following the calendar year in which the White Papers are submitted, and at other time as may be deemed appropriate by the Parties, all committees shall prepare and submit the Proposed Annual **Strategic Mission Areas** Plan. The Executive Director, representing the Committees, will present the Proposed Annual **Strategic Mission Areas** Plan to the Board of Directors for review and comment. After review and comment by the Board of Directors, the Executive Director will submit the Proposed Annual **Strategic Mission Areas** Plan to the Grants Officer. Subsequently, the Sponsor(s) will review the Proposed Annual **Strategic Mission Areas** Plan and the associated Proposed Annual Budget including the recommended priorities from the Committees. The Sponsor(s) will perform its own prioritization of the Initiatives contained in the Proposed Annual **Strategic Mission Areas** Plan and the Proposed Annual Budget and use this to prepare its annual Sponsor(s) Fiscal Year budget input to the DoD. The Proposed Annual Budget (other than for the first Contract Year) will identify the anticipated level of Sponsor(s) funding and the aggregate shortfall in funding. Following submittal of the President's Budget to the Congress in February of each calendar year, the Sponsor(s) will provide to the Consortium Members the STOs anticipated to be funded and the level of Sponsor(s) funding allocated to each STO. In addition, the Sponsor(s) will provide a list of which Initiatives are not included within one of the STOs anticipated to be funded.

4.2.4 Annual Strategic Mission Areas Plan and Annual Budget. Each Proposed Annual **Strategic Mission Areas** Plan and Proposed Annual Budget shall remain as a Proposed Annual **Strategic Mission Areas** Plan and Proposed Annual Budget until such time as funds are appropriated by the U.S. Congress and signed into law by the President of the United States. Thereafter, the Proposed Annual **Strategic Mission Areas** Plan

and Proposed Annual Budget will be compared to the funds available after the then Sponsor(s) Fiscal Year DoD appropriations bill is enacted. Such comparison shall be made by the Sponsor(s) in consultation with the Consortium Members as soon as practicable after the enactment of the then Sponsor(s) Fiscal Year DoD appropriations bill. Such comparison shall be made to determine the exact level of Sponsor(s) funding available for the Initiatives made, the Executive Director, will revise the Proposed Annual **Strategic Mission Areas** Plan and Proposed Annual Budget as appropriate and submit to the Board of Directors for review and comment. After review and comment by the Board of Directors, the Proposed Annual **Strategic Mission Areas** Plan and Proposed Annual Budget is forwarded to the Sponsor(s) for their use in determining the Annual **Strategic Mission Areas** Plan and Annual Budget for the next Contract Year. The Parties understand that the Annual **Strategic Mission Areas** Plan and Annual Budget may be subject to change due to factors outside the control of either Party.

4.3 **Program Funding and Execution**

4.3.1 Project Proposals. As soon as is practicable after the Sponsor(s) receives and finalizes the Annual **Strategic Mission Areas** Plan and Annual Budget, the GO will develop an annual Project Proposal Announcement (PPA) for release to all Consortium Members not later than end of the second quarter of the Sponsor(s) Fiscal Year. Upon release of the Announcement, interested Consortium Members may prepare and submit Project Proposals for the forthcoming Contract Year. Project Proposals shall be prepared and submitted to the GO in accordance with the proposal preparation and submittal instructions contained in the Announcement. Upon receipt of the Project Proposals, the Sponsor(s) will evaluate such Proposals in accordance with the pre-established evaluation criterion defined in the PPA. It is the intent of the Parties that the evaluation of competing proposals submitted in response to the PPA be evaluated to the maximum extent possible by a mix of Sponsor(s) evaluators. The Sponsor(s)'s evaluation shall be completed as soon as practicable after receipt of the Project Proposals. Notification to the Consortium Members whose Projects are selected for execution in the forthcoming Contract Year shall be made no later than forty-five (45) days after the evaluation process is completed. The Projects awarded to the Consortium Members and the Projects to be performed by the Sponsor(s) make up the Annual **Strategic Mission Areas** Program for the forthcoming Contract Year.

4.3.2 Solicitation of Cost Share. When the Sponsor(s) in the PPA solicits Cash Contributions or In Kind Contributions, the Parties agree that no preconceived contribution rate, percentage or amount will be mandated for contributions from Consortium Members for award of the Project Awards. The Parties agree that if the Sponsor(s) solicits Cash or In Kind contributions they will include rationale for such contributions in the Project Proposal Announcement such that the Consortium Members can ascertain if the Project(s) under consideration is specifically focused towards satisfying a tangible need within the DoD and/or other agency sponsor(s).

4.3.3 Project Awards. It is the intent of the Parties that where possible, the Projects be awarded on a competitive basis to individual Consortium Members and/or teams of Consortium Members as a Project Award authorized under this Agreement. Moreover, when the Sponsor(s) fully or partially funds Project Awards under this Agreement, said

Project Awards shall incorporate all provisions of this Agreement and may provide other clarifying or detailed information as required. Unique requirements not detailed herein such as, but not limited to, a Statement of Work, Payments schedule, Period of Performance, fee/profit, Cash Contributions or In-kind Contributions, identification of title to property, and unique patent and/or data rights for a specific Project Award can be separately negotiated and shall be fully delineated in the individual Project Award. The Sponsor(s) and the Consortium Members awarded Project Awards agree to negotiate and establish a budget for each individual Project Award based on the Consortium Member's proposed cost share parameters. Such budget will equal the funding contribution provided by the Sponsor(s) plus any Consortium Members' Cash Contributions or In-kind Contributions. It is the intent of the Parties to conduct the Project Award within the specified budgets for such Project Award. However, in no event, shall either the Sponsor(s) or any Consortium Member be obligated to continue performance beyond their agreed to contribution to the budget for a specific Project Award.

4.3.4 Fee. Under this Agreement, the Sponsor(s) will not be constrained from the payment of an appropriate fee or profit for the effort conducted under the Project Award by the Consortium Member or group of Consortium Members. The fees shall be specific to the individual Project Award and negotiated, if appropriate, on a project by project basis.

4.3.5 First Contract Year Funding. It is agreed between the Parties that as of the effective date of this Agreement, the amount of funding available from the Sponsor(s) for the award of individual Project Awards in the first Contract Year is expected to be determined by the individual sponsor and individual OTA. The Sponsor(s) shall award individual Project Awards to be conducted in the first Contract Year as soon as practicable. If additional funding becomes available the Sponsor(s) has the option to award Projects for a year from the closing date for receiving the FY PPA proposals. The Parties also agree that pre-existing contracts in the Field funded by the Sponsor(s) as of *INSERT DATE* will be grandfathered into the Strategic Plan, the Annual **Strategic Mission Areas** Plan and Annual Budget until the completion or termination of such contracts. Amendments issued after the date for grandfathering shall be subject to Para 3.2.5, Consortium Executive Director or Administration Expenses Reimbursement.

4.3.6 Subsequent Contract Year Funding. The Parties recognize that funding for subsequent Contract Years can not be firmly established as of the Effective Date of this Agreement because budgets are yet fully developed.

4.3.7 Diligent Efforts. Both the Sponsor(s) and the Consortium Members conducting Projects in accordance with this Agreement shall use all reasonable efforts and proceed diligently to perform the Projects, including, without limitation, by

- (a) Using their good faith efforts to allocate a sufficient number of personnel per year,
- (b) Using personnel with sufficient skills and experience, and
- (c) Using adequate equipment and facilities, to carry out their obligations under the

Project Agreement.

The Parties agree to conduct activity under the Annual Program including the Projects, in a good technical manner, and in compliance with applicable laws, rules and regulations, and all other requirements to attempt to achieve the objectives efficiently and expeditiously. The Parties further agree that the primary goal of the **Strategic Mission Areas** Program is to conduct Technology Demonstrations, training, consultation and technology transfer of the technology developed from the Projects. Accordingly, all Parties shall use Diligent Efforts to conduct such research and development efforts as are outlined in the relevant Projects with the goal of accomplishing program goals as soon as practicable. The Parties further agree to use Diligent Efforts to meet the schedules established in the applicable Projects for achieving specific objectives and milestones contained therein.

ARTICLE V CONFIDENTIAL INFORMATION

5.1 DEFINITIONS

5.1.1 “Disclosing Party” means a Consortium Member or the Sponsor(s) who discloses Confidential Information as contemplated by the subsequent paragraphs.

5.1.2 “Receiving Party” means a Consortium Member or the Sponsor(s) who receives Confidential Information disclosed by a Disclosing Party.

5.1.3 "Confidential Information" means information and materials of a Disclosing Party which are designated as Confidential or as a Trade Secret or subject to Export Control in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret or subject to Export Control if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is Confidential or a Trade Secret or subject to Export Control. Any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the receiving Party of its obligations under this paragraph. "Confidential Information" includes any information and materials considered a Trade Secret by the Consortium or consortium Members.

5.1.4 "Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically,

graphically, photographically, or in writing if;

- (a) The owner thereof has taken reasonable measures to keep such information secret;
and
- (b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

5.2 Exchange of Information. The Sponsor(s) may from time to time disclose Sponsor(s) Confidential Information to a Consortium Member or Members in connection with the Projects and a Consortium Member or Members may from time to time disclose Consortium Member Confidential Information or Trade Secrets to the Sponsor(s) or to other Consortium Member(s) in connection with the Projects. Neither the Sponsor(s) nor any Consortium Member shall be obligated to transfer Confidential Information or Trade Secrets independently developed to any Party to this Agreement.

5.3 Confidentiality and Authorized Disclosure. The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (no one shall disclose unless they have the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential Information and Trade Secrets shall not be disclosed, divulged or otherwise communicated by the Receiving Party to third parties (including without limitation, other Consortium Members) or used by the Receiving Party for any purposes other than in connection with the Projects and the licenses granted in Articles VII and VIII; provided that the terms "Confidential Information" and "Trade Secrets" shall exclude materials or information that:

- (a) Are received or become available without restriction to the receiving party under separate agreement,
- (b) Are not identified with a suitable notice or legend per paragraph 5.1.3 herein,
- (c) Are in possession of the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
- (d) Are or later become part of the public domain through no fault of the Receiving Party,
- (e) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
- (f) Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records,
- (g) Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise

prevent disclosure of such information.

5.4 Return of Proprietary Information. Upon request by a Consortium Member that made a disclosure of Confidential Information or Trade Secrets to the Sponsor(s) or another Consortium Member, the Sponsor(s) or the other Consortium Member shall promptly return all copies and other tangible manifestations of the Confidential Information or Trade Secrets disclosed. Upon request by the Sponsor(s), a Consortium Member shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed by the Sponsor(s). As used in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

5.5 Term. The obligations of the Receiving Party under this Article shall continue for a period of five (5) years after the expiration or termination of this Agreement; provided, however, that in the case of a Consortium Member that withdraws, or is deemed to have withdrawn, pursuant to Article X, the Receiving Party's obligations with respect to such Consortium Members' Confidential Information or Trade Secrets shall continue only for a period of five (5) years after the effective date of such Consortium Member's withdrawal.

ARTICLE VI RIGHTS IN DATA AND COPYRIGHTS

6.1 General. Rights in technical data between the Sponsor(s) and Consortium Members under the OT Agreement shall be negotiated with each award.

6.2 Copyright Data. The Consortium Members reserve the right to protect by copyright original works developed under this Agreement or the OT Agreement. All such copyrights will be in the name of the individual Consortium Member or Members. The Consortium Members hereby grant to the U.S. Sponsor(s) a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for Sponsor(s)al purposes, any copyrighted materials developed under this agreement, and to authorize others to do so. In the event data is exchanged with a notice indicating that the data is protected under copyright as a published, copyrighted work and it is also indicated on the data that such data existed prior to, or was produced outside of this Agreement, the Party receiving the data and others acting on its behalf may reproduce, distribute, and prepare derivative works for the purpose of carrying out that Party's responsibilities under this Agreement.

6.2.1 The Consortium Members are responsible for affixing appropriate markings indicating the rights of the Sponsor(s) on all data and technical delivered under this Agreement.

6.3 Data First Produced by the Sponsor(s). As to data first produced by the Sponsor(s) in carrying out the Sponsor(s)'s responsibilities under the Projects and which data would embody Confidential Data or Trade Secrets or would comprise commercial or financial information that is privileged or confidential if obtained from a Consortium Member or Members, such data will, to the extent permitted by law, be appropriately marked with a suitable notice or legend and maintained in confidence for a period of five (5) years after the development of the information, with the express understanding that during the aforesaid

period such data may be disclosed and used (under suitable protective conditions) by or on behalf of the Sponsor(s) for Sponsor(s) purposes only.

6.4 Prior Technology

6.4.1 Sponsor(s) Prior Technology. In the event it is necessary for the Sponsor(s) to furnish a Consortium Member or Members with data which existed prior to, or was produced outside of this Agreement, and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by the Consortium Member or Members only for the purpose of carrying out the Consortium Member responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of non-disclosure agreements by Consortium Members' employees and/or their subcontractors' employees. Upon completion of activities under this Agreement, such data will be disposed of as requested by the Sponsor(s).

6.4.2 Consortium Member Prior Technology. In the event it is necessary for a Consortium Member to furnish the Sponsor(s) with data which existed prior to, or was produced outside of this Agreement, and such data embodies Confidential Information or Trade Secrets or comprises commercial or financial information which is privileged or confidential, and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by the Sponsor(s) and such Sponsor(s) Contractors or contract employees that the Sponsor(s) may hire on a temporary or periodic basis only for the purpose of carrying out the Sponsor(s)'s responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of non-disclosure agreements by such Sponsor(s) Contractors or contract employees. With respect to the use of such technical data or software by other Consortium Members, the Consortium Member with proprietary rights may offer to license such rights for use exclusively in the performance of Projects conducted under this Agreement by the Consortium Member, on reasonable terms and conditions under a non-exclusive license without the right to sub-license. The Consortium Member furnishing data which existed prior to, or was produced outside of this Agreement, has the right to license such data to other Consortium Members or to entities not a party to this Agreement for a fee and/or royalty payments as determined by the Consortium Member furnishing such data. A Consortium Member shall not be obligated to provide data that existed prior to, or was developed outside of this Agreement to other Consortium Members or the Sponsor(s). Upon completion of activities under this Agreement, such data will be disposed of as requested by the Consortium Member or Members.

6.5 Oral and Visual Information. If information which a Consortium Member or Members considers to embody Confidential Information or Trade Secrets or to comprise commercial or financial information which is privileged or confidential is disclosed orally or visually to the Sponsor(s), such information must be reduced to tangible, recorded form (i.e., converted into data as defined herein), identified and marked with a suitable notice or legend, and furnished to the Sponsor(s) within thirty (30) calendar days after such oral or visual disclosure, or the Sponsor(s) shall have no duty to limit or restrict, and shall not incur any liability for, any disclosure and use of such information.

6.6 Disclaimer of Liability. Notwithstanding the above, the Sponsor(s) shall not be restricted in, nor incur any liability for, the disclosure and use of:

- (a) Data not identified with a suitable notice or legend as set forth in Article VI herein, nor
- (b) Information contained in any data for which disclosure and use is restricted under paragraphs 5.1.2 and 5.1.3 above, if such information is or becomes generally known without breach of the above, is known to or is generated by the Sponsor(s) independently of carrying out responsibilities under this Agreement, is rightfully received from a third party without restriction, or is included in data which the Consortium Member or Members have, or are required to furnish to the Sponsor(s) without restriction on disclosure and use.

6.7 Marking of Data. Any data delivered under this Agreement, by the Sponsor(s) or a Consortium Member or Members, shall be marked with a suitable notice or legend.

6.8 Lower Tier Agreements. The Consortium Members shall include this Article VI, suitably modified to identify the parties, in all subcontracts, lower tier agreements, regardless of tier, for experimental, development, or research work performed under the Project Awards, pursuant to this Agreement.

6.9 Data Rights. Notwithstanding paragraphs 6.1 through 6.8 above, differing rights in data may be negotiated among the parties to each individual Project Award on a case by case basis.

ARTICLE VII INVENTIONS

7.1 Patent Rights. Rights in patents between the Sponsor(s) and Consortium Members under the OT Agreement shall be determined in accordance with the provisions of FAR 52.227-11 ("Patent Rights-Retention by the Contractor (Short Form) (June 1997)") which is hereby incorporated by reference with the following modifications: "With respect to Patent Rights, the Sponsor(s) acknowledged and agreed pursuant to the OT Agreement that it shall obtain such rights pursuant to the OT Agreement only to the extent that its financial contributions toward the Project Award giving rise to said patentable invention is equal to or greater than 50% of the total costs of the Project Award." Add the following additional modifications to FAR 52.227.11:

- (a) As appropriate, replace "Contractor" with "Consortium Member(s)" throughout; replace "the agency" and "the Federal Agency" with "Sponsor(s)" throughout; and replace "contract" with "Agreement" throughout.
- (b) Add the following to Subclause (b): "Allocation of principal rights" (See paragraphs 7.1.1 - 7.1.2).

7.1.1 Sponsor(s) Employee Inventions. The parties agree that the Sponsor(s) shall have the initial option to retain title to each Subject Invention made only by its employees.

The sponsor(s) shall promptly notify Consortium Member(s) upon making this election and in the event that the sponsor(s) informs the Consortium Member(s) that it elects to retain title to such Subject Invention, the sponsor(s) agrees to timely file patent applications thereon at its own expense and agrees to grant to Consortium Member(s) a non-exclusive, irrevocable paid-up license to practice such Subject Invention throughout the world. The sponsor(s) may release the rights provided for by this section to its employee inventors subject to a license to the Consortium Member(s) as described above.

7.1.2 Joint Employee Inventions. The parties agree that the sponsor(s) shall have the initial option to retain title to each Subject Invention made jointly by Consortium Member(s) and the sponsor(s) employees. The sponsor(s) shall promptly notify the Consortium Member(s) upon making this election and in the event that the sponsor(s) informs Consortium Member(s) that it elects to retain title to such joint Subject Invention, Consortium Member(s) agrees to assign to the sponsor(s) whatever right, title and interest The Consortium Member(s) have in and to such joint Subject Invention. The sponsor(s) agrees to timely file patent applications on such Subject Invention at its own expense and agrees to grant to the Consortium Member(s) a non-exclusive, irrevocable paid-up license to practice such Subject Invention throughout the world.

7.2 Patent Reports. The patent recipient Consortium Member(s) shall file Invention (Patent) Reports as of the close of the performance year and at the end of the term for this Agreement. Annual reports are due sixty (60) calendar days after the expiration of the final performance period. The Recipient shall use DD Form 882, Report of Inventions and Subcontracts, to file an invention report. Negative reports are also required. The patent recipient Consortium Member(s) shall submit the original and one copy to the Grants Officer, and one copy to the technical engineer.

7.3 Final Payment. Final payment cannot be made nor can the Project Award be closed-out until the patent recipient Consortium Member(s) delivers to the Sponsor(s) all disclosures of subject inventions required by this Agreement, an acceptable final report pursuant to the article entitled "Reports", and all confirmatory instruments.

7.4 Cooperation. The Sponsor(s) and the Consortium Members shall keep the other informed as to the status of joint patent matters. The Sponsor(s) and the Consortium Members shall each reasonably cooperate with and assist the other at its own expense in connection with such activities, at the other Party's request during the term of this Agreement.

7.5 Lower Tier Agreements. The Consortium Members shall include this Article, suitably modified, to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, developmental, or research work performed under the Project Award pursuant to this Agreement.

ARTICLE VIII EXPORT CONTROLS

8.1 Export Controls. This Agreement is subject to restrictions concerning the export of products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data from the United States which may be imposed upon or related to

the Parties to this Agreement from time to time by the Sponsor(s) of the United States. Accordingly, any Consortium Member will not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data to any country for which the United States Sponsor(s) or any agency thereof at the time of export requires an export license or other Sponsor(s) approval, without first obtaining the written consent to do so from the Department of State or other agency of the United States Sponsor(s) when required by applicable statute or regulation.

ARTICLE IX PUBLICATION AND ACADEMIC RIGHTS

9.1 Use of Information. Subject to the provisions of paragraph 9.2, the Consortium Members and the Sponsor(s) shall have the right to publish or otherwise disclose information and/or data developed by the Sponsor(s) and/or Consortium Members under the Project Awards. The Consortium Members and the Sponsor(s) shall include an appropriate acknowledgement of the Sponsorship of the Projects by the Sponsor(s) and/or other Consortium Members in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph 9.1, alone, to disclose any Confidential Information or Trade Secrets of the Sponsor(s) or other Consortium Member(s).

9.2 Publication or Public Disclosure of Information

9.2.1 Classified Projects. If a release of Confidential Information or Trade Secrets is for a classified Project, the provisions of the DoD Security Agreement (DD Form 441) and the DoD Contract Security Classification Specification (DD Form 254) apply.

9.2.2 Clearance of Technical Information for Public Release. Disclosure for unclassified Projects shall be in accordance with the sponsor(s)'s applicable forms and instructions. Approval of the Grants Officer is not required prior to the release of information received in the performance of a Project or developed pursuant to a Project if the Project is awarded to a college, university or laboratory and the research work is performed on campus, except that such approval shall be obtained prior to the release of information where there is a high likelihood of disclosing performance characteristics of military systems or information concerning manufacturing technologies unique and critical to defense.

Parties to this Agreement are responsible for assuring that an acknowledgment of Sponsor(s) support will appear in any publication of any material based on or developed under a Project Award, in the following terms:

"Effort sponsored by the Sponsor(s) under Other Transaction number **XX-X-XXXX**.

Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

"The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Sponsor(s).

9.3 Notices. To avoid disclosure of Confidential Information or Trade Secrets belonging to a Consortium Member and/or the Sponsor(s) and the loss of patent rights as a result of premature public disclosure of patentable information, the Party that is proposing to publish or disclose such information, agrees to provide notice to both the Party to whom such Confidential Information or Trade Secrets belongs and the Grants Officer at least ninety (90) calendar days prior to any submission for publication or disclosure, together with any and all materials intended for publication or disclosure relating to technical reports, data, or information developed by the Sponsor(s) and/or the Consortium Members during the term of and pursuant to this Agreement.

9.4 Filing of Patent Applications. During the course of any such ninety (90) calendar day period, the Party to whom such Confidential Information or Trade Secrets belong and/or Sponsor(s) shall provide notice to the GO whether it desires that a patent application be filed on any invention disclosed in such materials. In the event that the Party to whom such Confidential Information or Trade Secrets belong and/or Sponsor(s) desires that such a patent application be filed, the Party proposing to publish or disclose such materials agrees to withhold publication and disclosure of such materials until the occurrence of the first of the following:

- (a) Filing of a patent application covering such invention, or
- (b) Written agreement, from the GO and Party to whom such Confidential Information or Trade Secrets belong that no patentable invention is disclosed in such materials.
- (c) Further, during the course of any such ninety (90) calendar day period, any Party who believes that any of its Confidential Information or Trade Secrets have been included in the proposed publication or disclosure shall provide notice to the Party proposing to publish or disclose such materials of the Confidential Information or Trade Secrets that should be removed from such proposed publication or disclosure. The Party proposing the publication or disclosure of such materials agrees to remove all such Confidential Information or Trade Secrets from the proposed publication or disclosure.

ARTICLE X WITHDRAWAL OF CONSORTIUM MEMBERS

10.1 Voluntary Withdrawal. A Consortium Member may voluntarily withdraw from this Agreement at any time and for any or no reason by notice of withdrawal given by such Consortium Member to the Grants Officer 14 calendar days prior to their withdrawal and

to the Board of Directors and the other Consortium Members in accordance with paragraph 15.7.

10.2 Involuntary Withdrawal. If a Consortium Member materially breaches any material warranty, term or condition of this Agreement and fails to remedy such material breach within ninety (90) days after receipt of notice of such material breach from another Consortium Member and/or the Board of Directors, the Board of Directors shall have the right to cause the involuntary withdrawal of such Consortium Member, such withdrawal to be effective immediately upon delivery of a notice from the Board of Directors to such Consortium Member indicating their election to cause such involuntary withdrawal to occur.

10.3 Effect Of Withdrawal.

10.3.1 Rights of a Consortium Member. Except for the rights and obligations with respect to Article V and/or specific intellectual property agreements between or amongst the Consortium Members, from and after the effective date of withdrawal of a Consortium Member, such Consortium Member shall cease to have any rights or obligations as a Consortium Member under this Agreement.

10.3.2. Continued Funding and Technology Contribution Commitment. In the event of the withdrawal of a Consortium Member pursuant to this Article X, such Consortium Member's rights and obligations pursuant to any executory Project Awards, including but not limited to, continued funding and technology contribution commitments shall continue in accordance with the specific terms and schedule of the Project Award under the OT Agreement or until the Sponsor(s) and Consortium Member come to agreement to terminate the Award, whichever is first.

ARTICLE XI TERM, RENEWAL, AND TERMINATION

11.1 Term. This agreement shall continue for a period of five (5) years from the Effective Date of this Agreement.

11.2 Renewal. Not later than the end of the third Contract Year, the Parties shall meet (at a time and place designated by the Sponsor(s) in a notice to the Consortium Members) to consider a renewal of the term of the OTA and this agreement for an additional five (5) Contract Years. Subject to the requisite Sponsor(s) approvals and regulations, if the Parties so agree to such a renewal, they shall enter into an appropriate amendment of this Agreement reflecting the terms to be in effect during the renewal period.

11.3 Termination of Agreement. Except for the rights, obligations and commitments of the individual or collective Consortium Members with respect to Article VI, cash or in-kind contributions required by specific Project Awards issued under the OT Agreement, and/or specific intellectual property agreements between or amongst the Consortium Members and/or the Sponsor(s), unless extended by mutual written agreement of the Parties, this Agreement shall automatically terminate under the following conditions:

- (a) by written agreement of the Parties,
- (b) after the Sponsor(s)'s failure to extend the OT Agreement or issue a new OT Agreement to the Consortium Members within ninety (90) days after the expiration or termination of the OT Agreement.

11.4 Material Breach or Default by a Consortium Member. If a Consortium Member materially breaches any material warranty, term or condition of this Agreement, any other Consortium Member may provide notice of such material breach to the Board of Directors. The Consortium Member representatives to the Board of Directors shall review the facts of the willful material breach or default and determine whether the Consortium Member alleged to have materially breached any material term or condition of this Agreement has, in fact, committed such a material breach. Upon such decision, the Board of Directors shall notify the offending Consortium Member in accordance with the provisions of paragraph 14.2. If the Consortium Member fails to remedy such material breach within ninety (90) days after receipt of such notice of such material breach from the Board of Directors (it being further agreed that the Board of Directors may also provide such notice to all other Parties to this Agreement), the Board of Directors may, at its option, and in addition to any other remedies that the Consortium may have in law or equity, terminate this Agreement with respect to such Consortium Member by sending a notice of termination to such Consortium Member. If the Board of Directors representatives are unable to reach agreement, the facts of the willful material breach or default shall be submitted for resolution pursuant to Article XIV

11.5 Survival. Notwithstanding the above provisions, the Consortium Member's rights and obligations with respect to Article VI and/or specific intellectual property agreements by and, between the Sponsor(s) and the Consortium Member(s) shall survive any expiration or termination of this Agreement.

ARTICLE XII REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of All Parties. Each Party represents and warrants to the other parties that: (a) it is free to enter into this Agreement; (b) in so doing, it will not violate any other agreement to which it is a party; and (c) it has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement.

12.2 Limitations. *Except as expressly provided in this Article XII, no party to this Agreement makes any warranty, express or implied, either in fact or by operation of law, by statute or otherwise, relating to (a) any research conducted under this agreement or (b) any invention conceived and/or reduced to practice under this Agreement or (c) any other intellectual property developed under this Agreement, and each party to this Agreement specifically disclaims any implied warranty of merchantability or warranty of fitness for a particular purpose.*

ARTICLE XIII

LIMITATION AND CROSS-WAIVER OF LIABILITY

13.1 Waiver of Liability. Consortium Members waive all claims against any of the entities or persons listed in **Exhibit A** of this Agreement and additional Consortium Members that are based on alleged damages relating to and arising out of activities under this Agreement and the injured Consortium Member suffers such damages by virtue of its involvement under this Agreement. Notwithstanding the foregoing, this waiver shall not apply to claims or damages arising from or related to Article V, VI, VII or IX.

13.2 Subcontractors or Sub-entities. The Consortium Members agree to extend the waiver of liability as set forth above to subcontractors or sub-entities at any tier under the Project Awards by requiring them, by written contract, purchase order or otherwise, to waive all claims against any and all Consortium Members.

13.3 Inapplicability. Notwithstanding the other provisions of this article, this waiver of liability shall not be applicable to:

- (a) Claims between a Consortium Member and its related entities or claims between the Sponsor(s)'s related entities (however, claims between the Sponsor(s) and the Consortium Members claims between the members and SOSSEC, Inc., or vice versa, are not included within this exception),
- (b) Claims made by a natural person, his/her estate, survivors or subrogates for injury or death of such natural person,
- (c) Claims for damage caused by willful misconduct,
- (d) Intellectual property claims.

13.4 Limitation of Liability. *In no event will any party hereto be liable for any special, incidental, consequential or indirect damages arising in any way out of this Agreement, however caused and on any theory of liability. This limitation will apply even if the other party or parties hereto have been advised of the possibility of such damage. In no case shall the Sponsor(s)'s or any Consortium Members' financial liability exceed the amount obligated by the Sponsor(s) or committed as a cash contribution or in-kind contribution by a Consortium member under the Project Award. Nothing in this Article XIII shall be construed to create the basis of a claim or suit where none would otherwise exist.*

ARTICLE XIV DISPUTE RESOLUTION

14.1 Dispute Resolution Process. The Parties recognize that disputes as to certain matters may from time to time arise during the term of this Agreement, which relate to a Party's rights and/or obligations hereunder or thereunder. It is the objective of the Parties to establish procedures to facilitate the resolution of disputes arising under this Agreement in an

expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the Parties agree to follow the procedures set forth in this Article XIV if and when a dispute arises under this Agreement.

14.2 Dispute Resolution Representatives. In the event of disputes between the Parties, including disputes among the Consortium Members' representatives to the Board of Directors which such representatives are unable to resolve, a Party seeking to resolve such dispute will, by written notice to the other, have such dispute referred to their respective executive officers designated below or their successors, for attempted resolution by good faith negotiations within fourteen (14) days after such notice is received. Said designated officers are as follows:

For the Consortium Member:	Designated Senior Executive
For the Consortium:	Designated Senior Executive of the Current Consortium Member organization that is a Co-chairperson of the Board of Directors

In the event the designated officers are not able to resolve such dispute, either Party may at any time after the 14-day period invoke the provisions of paragraph 14.3 hereinafter.

14.3 Alternative Dispute Resolution. Following settlement efforts pursuant to paragraph 14.2, any dispute, controversy or claim arising out of or relating to the validity, construction, enforceability or performance of this Agreement, including disputes relating to alleged breach or to termination of this Agreement, other than disputes which are expressly prohibited herein from being resolved by this mechanism, shall be settled by binding Alternative Dispute Resolution ("ADR") in the manner described below:

14.3.1 ADR Request. If a Party intends to begin an ADR to resolve a dispute, such Party shall provide written notice (the "ADR Request") to the other Party informing such other Party of such intention and the issues to be resolved. From the date of the ADR Request and until such time as any matter has been finally settled by ADR, the running of the time periods contained in **Article X** under which Party must cure a breach of this Agreement shall be suspended as to the subject matter of the dispute.

14.3.2 Additional Issues. Within ten (10) business days after the receipt of the ADR Request, the other Party may, by written notice to the Party initiating ADR, add additional issues to be resolved.

14.3.3 No ADR of Patent Issues. Disputes regarding the scope, validity and enforceability of patents shall not be subject to this paragraph 14.3.3 nor shall it be subject to paragraph 14.4, and shall be submitted to a court of competent jurisdiction.

14.4 Arbitration Procedure. Any dispute or claim arising out of or in connection with, this Agreement shall be finally settled by binding arbitration in accordance with the then current rules and procedures of the American Arbitration Association. The arbitration shall be conducted by three (3) arbitrators with experience with the issue under consideration, one (1)

each to be appointed by the Parties in Dispute and a third being nominated by the two (2) arbitrators so selected or, if they cannot agree on a third arbitrator, by the President of the American Arbitration Association. Such arbitration will take place, unless otherwise determined by a requisite majority of the Board of Directors. The arbitrators shall apply the law of the State of Massachusetts to the merits of any dispute or claim, without reference to rules of conflicts of laws. Judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrators shall have no authority to award punitive or exemplary damages against any Party. Nothing in this Article 13 shall limit a Party's right to seek injunctive relief with respect to a breach or threatened breach of this Agreement.

14.5 Governing Law. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Massachusetts, without reference to principles of conflicts of laws.

ARTICLE XV GENERAL PROVISIONS

15.1 Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give any of the Parties hereto the power to direct or control the day-to-day activities of another Party hereto, (ii) constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow any of the Parties hereto to create, discharge or assume any obligation on behalf of another Party hereto for any purpose whatsoever.

15.2 Parties Bound. This Agreement, including the indemnification provisions, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, assigns, legal representatives and heirs.

15.3 Assignment. This Agreement may not be assigned or transferred by any of the Parties hereto without the prior written consent of the other Parties; provided, however, that a Consortium Member may assign its rights and delegate its obligations (i) to any affiliate of such Consortium Member (although, in the event of any such assignment and delegation, the assigning Consortium Member shall remain primarily liable for its obligations hereunder) and (ii) to a purchaser of all or substantially all of the business of such Consortium Member to which this Agreement relates by merger, sale of assets or otherwise. If the Consortium Member, after the assignment or purchase can not meet the requirements for Consortium membership as called out in the Consortium Member Agreement, the Consortium Member will be considered to have voluntarily withdrawn from the Consortium in accordance with **Article X** herein.

15.4 Affiliates. The Parties hereto acknowledge and agree that Consortium Members may elect to carry out certain activities required or permitted pursuant to this Agreement by or through their affiliates. This Agreement shall be binding on the affiliates of Consortium Members in accordance with the terms of this Agreement as if such affiliates were parties to this Agreement

15.5 Entire Agreement. This Agreement and the attached Exhibits A, B and C (together with the OT Agreement, Attachments, Exhibits and Schedules thereto) constitutes the entire and only agreement between the Parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby.

15.6 Further Assurances. At any time or from time to time after the Effective Date, a Consortium Member shall, at the request of the Board of Directors or any Consortium Member, (i) execute, and deliver or cause to be delivered, all such assignments, consents, documents or further instruments of transfer or license, and (ii) take or cause to be taken all such other actions, as any Consortium Member may reasonably deem necessary or desirable in order for the Consortium Member to obtain benefits of this Agreement and the transactions contemplated hereby to which the Consortium Member may be entitled.

15.7 Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and (i) personally delivered, (ii) mailed, postage prepaid, first class, certified mail, return receipt requested, (iii) sent, shipping prepaid, return receipt requested by national overnight courier service, or (iv) sent by electronic mail to the appropriate Party or Parties at the addresses as set forth in **Exhibit A** or at such other addresses as may be given from time to time in accordance with the terms of this provision. Any notice or other communication given by personal delivery shall be deemed given on the date personally delivered; any notice or other communication given by mail shall be deemed given five (5) days after the date deposited in the United States mail; and any notice or other communication given by national overnight courier service shall be deemed given on the next business day after being sent.

15.8 Amendment. This Agreement may only be amended by a written instrument executed by the Parties.

15.9 Waiver. No waiver of any rights shall be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

15.10 Section Headings. The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of this Agreement.

15.11 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severance of any provision shall be effective if the result of such materially changes intended purposes of this Agreement to the Parties.

15.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All Consortium Members shall receive a copy of this executed Consortium Member Agreement and any amendments thereto with the Board of Directors, or its delegate, retaining the originals.

15.13 Public Announcements. Any announcements, press releases or similar

publicity (collectively, "Announcements") with respect to the execution of this Agreement shall be submitted to and agreed upon by the Consortium Members Board of Directors in advance of such Announcement. Each Consortium Member shall have the right to review and request changes to any Announcements.

15.14 Disclosure. Except as specifically authorized in accordance with paragraph 15.14, the Parties agree that the existence and terms of this Agreement shall be maintained in confidence by all Parties, except that any Party may disclose the terms hereof to the extent required by law (including without limitation pursuant to the requirements of U.S. securities laws), provided that such disclosure under this paragraph 15.15 shall, to the extent legally permissible, be in the form of the redacted version of this Agreement to be agreed upon by the Board of Directors.

15.15 No Third Party Beneficiary Rights. The Consortium Members agree and acknowledge that the Sponsor(s) is not intended to be, and shall not constitute, a third party beneficiary of the this Agreement, which is intended exclusively as an agreement among, and for the benefit of, the Consortium Members.

15.16 Force Majeure. No failure or omission by the Consortium Members in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of the Parties, including, but not limited to, the following: acts of God; acts or omissions of any Sponsor(s); any rules, regulations or orders issued by any Sponsor(s)al authority or by any officer, department, agency or instrumentality thereof; fire; storm; flood; earthquake; accident; war; rebellion; insurrection; riot; and invasion and provided that such failure or omission resulting from one of the above causes is cured as soon as is practicable after the occurrence of one or more of the above-mentioned causes.

15.17 Order of precedence. In the event of any inconsistency between the terms of this Agreement and the terms set forth in the OT Agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) the OT Agreement, (2) Attachments to the OT Agreement other than the Consortium Member Agreement, (3) Other documents listed or references (numbers 1 through 4) in the OT Agreement, and (4) the Consortium Member Agreement.

15.18 Entire Agreement. This Agreement, and all Exhibits referred to herein, embody the entire understandings of the Parties with respect to the subject matter hereof and shall supersede all previous communications, representations or understandings, either oral or written between the Parties relating to the subject matter hereof.

15.19 Earmarked Funding. It is the intent of the parties that efforts undertaken by the Consortium, individual Consortium Members, or groups of Consortium Members functioning under the auspicious of the Consortium, are to be conducted for the furtherance of collective Consortium goals, not for the furtherance of individual member's interest. However, if as a result of the yearly Sponsor(s) budget and appropriations process, specific Homeland Defense/Homeland Security technology R&D funded line items result that are earmarked for specific member firms, institutions and/or geographic regions; it is understood that the Consortium, individual Consortium Members, or groups of Consortium Members shall not challenge or interfere with said processes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Consortium Member

Company Name: DDN, Incorporated
Signature: _____
Name: Robert J. Kent
Title: President
Date: _____

Consortium Member

Company Name: CACI
Signature: _____
Name: John K. Dalton
Title: SVP Advanced Programs
Date: _____

Consortium Member

Company Name: Rutgers University
Signature: _____
Name: Dr. Nabil Adam
Title: Director
Date: _____

Consortium Member

Company Name: L. Robert Kimball
Signature: _____
Name: Adam S. Henger
Title: Vice President
Date: _____

Consortium Member

Company Name: FirTH
Signature: _____
Name: John Powers
Title: President
Date: _____

Consortium Member

Company Name: Synergist Technology
Signature: _____
Name: Paul D. Cacciamani
Title: President
Date: _____

Consortium Member

Company Name: ePortation
Signature: _____
Name: Paul Labow
Title: President
Date: _____

Consortium Member

Company Name: Monmouth University
Signature: _____
Name: Dr. Barbara T. Reagor
Title: Director, Rapid Response Institute
Date: _____

Consortium Member

Company Name: Charles F. Day & Assoc.
Signature: _____
Name: _____
Title: _____
Date: _____

Consortium Member

Company Name: MATRIC
Signature: _____
Name: Mark A. Dehlin
Title: VP Software Systems
Date: _____

Consortium Member

Company Name: MountainTop Technologies
Signature: _____
Name: David Fyock
Title: President
Date: _____

Consortium Member

Company Name: Abacus Technology
Signature: _____
Name: Mike Kelley
Title: _____
Date: _____

Consortium Member

Company Name: CTC
Signature: _____
Name: David Davis
Title: President
Date: _____

Consortium Member

Company Name: Blackfield Group
Signature: _____
Name: Eugene Del Coco
Title: President
Date: _____

Consortium Member

Company Name: ROSE Tech Solutions
Signature: _____
Name: Deborah Rose
Title: Vice President
Date: _____

Consortium Member

Company Name: DTS Inc.
Signature: _____
Name: Jack Richman
Title: _____
Date: _____

Consortium Member

Company Name: Homeland Tech
Signature: _____
Name: James Cudney
Title: _____
Date: _____

Consortium Member

Company Name: _____
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