AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-C9	PAGE 1 OF PAGES 46
2. CONTRACT (Proc. Inst. Ident.) NO. W15QKN-10-9-0007	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	

5. ISSUED BY CODE W15QKN

US ARMY CONTRACTING COMMAND
JOINT MUNITIONS AND LETHALITY
CONTRACTING CENTER
PICATINNY NJ 07806-5000

6. ADMINISTERED BY (If other than Item 5) CODE S2206A

DCMA BOSTON
495 SUMMER STREET
BOSTON MA 02210-2138

SCD: C

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)

SOSSEC, INC.
ROBERT KENT
43 SANDOWN RD
DANVILLE NH 03819-3035

CODE 56BU6 FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
Net 30 Days

10. SUBMIT INVOICES 2 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM

11. SHIP TO/MARK FOR CODE

See Schedule

12. PAYMENT WILL BE MADE BY CODE HQ0337

DFAS COLUMBUS CENTER NORTH
DFAS-CO/NORTH ENTITLEMENT
OPERATIONS, P.O. BOX 182266
COLUMBUS OH 43218-2266

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $0.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1		I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHME	
	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	6-46
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	3		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	4				
X	G	CONTRACT ADMINISTRATION DATA	5		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER

TEL: EMAIL:

19B. NAME OF CONTRACTOR

BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

BY _____
(Signature of Contracting Officer)

20C. DATE SIGNED

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					$0.00
	Homeland Defense Placeholder CLIN FFP This CLIN is a placeholder for the Agreement, and does not obligate the Government to any funding. FOB: Destination				
				NET AMT	$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 05-AUG-2010 TO 05-AUG-2015	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

Section J - List of Documents, Exhibits and Other Attachments

HOMELAND DEFENSE OTA

AGREEMENT

BETWEEN

THE UNITED STATES ARMY CONTRACTING COMMAND
JOINT MUNITIONS AND LETHALITY CONTRACTING CENTER
TENTH STREET, BUILDING 322
PICATINNY ARSENAL, NJ 07806

AND

THE SYSTEM OF SYSTEMS IN SECURITY CONSORTIUM,
By its Agent, SOSSEC, INCORPORATED
43 SANDOWN ROAD
DANVILLE, NH 03819

Agreement No.: W15QKN-10-9-0007
Total Government Funding of the Agreement for FY10: 5,000,000
Total Amount of the Agreement for FY-10-15: $20,000,000
Total Funds Obligated: Determined upon Technical Direction Letters and modifications to this Agreement.
Authority: 10 U.S.C. § 2371, Section 845 of the 1994 National Defense Authorization Act, P.L. 103-160, as amended by Section 241 of the FY 1999 Strom Thurmond National Defense Authorization Act, P.L. 105-261 and Section 822 of the FY 2002 National Defense Authorization Act, P.L. 107-107.

Note: The above estimates represent cumulative totals.

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ATTACHMENTS

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ATTACHMENT 3 Schedule of Payments and Payable Milestones

ENCLOSURE 1 List of the System of Systems in Security Consortium, Inc. Members (Current as of March 23, 2010)

ARTICLE I: SCOPE OF THE AGREEMENT

A. Background

The Armaments Research, Development, and Engineering Center's (ARDEC) Homeland Defense (HLD) Center at Picatinny was designated by the Governor of New Jersey as a New Jersey Center for Homeland Defense and Security Readiness on 12 March 2003. ARDEC acted on this designation to identify and advance Army technologies serving both the military and civilian technological needs imposed by the Global War on Terror (GWOT). As a result, the Homeland Defense Technology Center (HDTC) was established to provide direction and practical strategies to solving local, regional, and national HLD, Homeland Security (HLS), and Military Force Needs. The role of the HLD Center is to implement practical strategies for research, technology transition, consultation, awareness, training, and systems engineering for HLD, HLS, and Force Protection applications.

During technology development, ARDEC recognized that numerous local, regional, and national projects, research, and technologies were attempting to address the nation's various terrorism and natural disaster challenges. To consolidate efforts, concentrate on definitive HLD planning and developmental efforts, and pursue critical technologies to satisfy capability needs, ARDEC engaged with industry, academia, and Government to focus on the crucial initiatives, providing interoperability among the disparate initiatives to facilitate information sharing at every level; across geographically diverse peer organizations, and local, state, regional, and federal organizations.

Furthermore, ARDEC recognized the advantage of collaboration amongst technology developers within the HLD industry. In order to improve, streamline, and strengthen Homeland Defense Research and Development (R&D) and acquisition efforts, ARDEC identified the need to partner with industry, non-profit, not for profit and academic institutions focusing on HLD needs. As a result, it was determined that a consortium of companies and academic institutions that could collectively exhibit the complete breadth, depth, and scope of expertise in the HLD and HLS technologies is considered necessary.

As a result of the one year, five (5) million, FY09 Homeland Defense Other Transaction Agreement (OTA) with the System of Systems in Security Consortium, the Armaments Research, Development, and Engineering Center (ARDEC) and Homeland Defense and Technologies Center (HDTC) has stated a continued desire to have a single consortium functioning as the focal point for execution of the HLD and HLS objective under Section 845 Prototype OTA. A market survey was posted on 03/16/2010 to ascertain if any other Consortium currently exists that encompasses the expertise, technologies and broad military and civilian experience required to provide wide technology initiatives. The System of Systems in Security Consortium was the only consortium response received and further demonstrated their mission and planned activities is to improve by an order of magnitude the nation's ability to detect, intervene, respond and recover to and from any and all threats on the homeland. Formed in September 2007, the System of Systems in Security Consortium is governed by the terms and conditions of a Consortium Member Agreement (CMA), executed by each of the member organizations. Today, the System of Systems in Security Consortium consists of both small and large business, for-profit and not-for-profit entities and academic institutions.

Through this instrument, as defined below, the Government will work with the Consortium Members and Consortium subcontractors to those Consortium Members and teams of Consortium Members whose proposals were selected by the Government through a competitive process, responding to annual requests for Research Project Proposals (RPP).

The Government shall determine which HLD endeavors to pursue and projects to fund. The Government shall provide the System of Systems in Security Consortium, by its authorized agent, call for proposals. The Consortium, by its authorized agent, shall make those calls available to the Consortium Member who will then decide whether to submit proposals in response to such calls and, if so, will prepare their individual proposal(s) or will individually establish a team comprised of Consortium Members to prepare a team proposal(s). The Consortium Member proposals will be submitted to the Consortium Agent for transmission to the Government. The Government shall be solely responsible for evaluation and selection of proposals for project funding from among the proposals submitted. Once it receives notification of selection of a project for funding, the System of Systems in Security Consortium, by its agent, SOSSEC Inc., will enter into a Project Agreement with the System of Systems in Security Consortium

Member entity or team whose proposal was selected by the Government through this competitive process. The System of Systems in Security Consortium agent, SOSSEC Inc., shall execute and administer the award and Project Agreement, and the Government's designated Technical Manager will supervise the technical work performed by the System of Systems in Security Consortium member(s) selected.

B. Definitions

"Academic Research Institution" means accredited institutions (colleges, universities or other educational institutions) of higher learning in the U.S.

"Agreement" refers to a Section 845 Other Transaction Agreement between the Government and the System of Systems in Security Consortium, by its agent, the SOSSEC, Inc.

"Agreements Officer (AO)" is the U.S. Army Contracting Command, JM&L Contracting Center warranted Contracting Officer authorized to sign the final agreement for the Government.

"Agreements Officer Representative (AOR)" is the individual designated on a per project basis that monitors all technical aspects and assists in contract administration on a specific project.

"Board of Directors" refers to the System of Systems in Security Consortium board of directors, which provides direction to activities, and acts as the hiring officials to the Consortium Executive Director, following the guidelines contained within the systems of systems in security consortium CMA.

"Consortium" means the Nontraditional and Traditional Defense Contractors and Academic Institutions that are participants in the Consortium Member Agreement (CMA).

"Consortium Administrative Organization (CAO)" refers to the agent acting on behalf of the members of the System of Systems in Security Consortium to execute and administer the efforts under the Other Transaction Agreement (OTA) for this program. The current CAO is the SOSSEC, Inc. The CAO may be revised in accordance with the Consortium Member Agreement (CMA) of the System of Systems in Security Consortium.

"Consortium Member Agreement (CMA)" means the set of rules and procedures which govern the activities and relationship of the participants in the Consortium.

"Consortium Members" means the Nontraditional and Traditional Defense Contractors and Academic Institutions that are participants in the CMA.

"Contracting Activity" means an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. It also means elements designated by the director of a defense agency which has been delegated contracting authority through its agency charter.

"Date of Completion" is the date on which all work is completed or the date on which the period of performance ends.

"Development" means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of an existing or potential new technology, product or service (or of an improvement in an existing technology, product or service) for the purpose of meeting specific performance requirements or objectives. Development includes the functions of design engineering, prototyping, and engineering testing.

"Effective Date" means the date when this Agreement is signed and executed by the Agreements Officer for the Government.

"Electronic Basket File" means projects not initially awarded will be placed in a file for a period of three (3) years. Although the intent of the Government is to select the highest ranked proposals; The Government reserves the right

to select the submitted proposal(s) that best match the customers' requirements and may be awarded out of order and out of cycle.

"Executive Director" refers to the System of Systems in Security Consortium, Director, whom is voted on by the board of directors, following the guidelines contained in the System of Systems in Security Consortium CMA.

"Government" means the U.S. Government and its departments and agencies.

"Government Fiscal Year" means the period commencing on October 1 and ending September 30 of the following calendar year.

"Homeland Defense Technology Center (HDTC)" refers to the array of stakeholders involved in the development, and advancement, of Homeland Defense (HLD), Homeland Security (HLS), Emergency Management, Force Protections, and Defense Support of Civil Authorities (DSCA) missions.

"Milestone" means a scheduled event signifying the completion of a major deliverable or a set of related deliverables. A milestone that has been completed will be approved for payment to the System of Systems in Security Consortium Member Organization through the CAO. This approved payable milestone will represent a predetermined dollar amount in relation to performance of a particular Homeland Defense Technology Initiative under this Agreement.

"Nontraditional Defense Contractor" means a business unit that has not, for a period of at least one year prior to entrance into the Consortium, entered into or performed on (1) any procurement contract that is subject to full coverage under the cost accounting standards prescribed pursuant to section 26 of the Office of Federal Procurement Policy Act (41 U.S.C. 422) and the regulations implementing such section; or (2) any other procurement contract in excess of $500,000 to carry out prototype projects or to perform basic, applied, or advanced research projects for a federal agency.

"Office of the Armaments Research, Development, and Engineering Center (ARDEC) Homeland Defense (HLD) Center" or "ARDEC HLD Center" means the Government center responsible to oversee research capabilities to sustain and accelerate the research, development, and engineering of Homeland Defense and related technology capabilities and pursue critical technology to satisfy capability needs.

"Other Transactions for Prototype Projects" refers to this type of Other Transaction. This type of OT is authorized by Department of Defense (DoD) Authorization Acts with sunset provisions and are found in the U.S. Code as a Note in 10 U.S.C. 2371. Section 845 of Public Law 103-160, as amended, authorizes the use of OTs, under the authority of 10 U.S.C. 2371, under certain circumstances for prototype projects directly relevant to weapons or weapon systems proposed to be acquired or developed by the DoD. This type of OTA is treated by DoD as an acquisition instrument, commonly referred to as an "other transaction" for a prototype project or a section 845 "other transaction".

"Out of Cycle"refers to additional requests for project proposals which may be issued outside of the annual cycle delineated in the OTA. The additional request will be confined to a specific technology objective not listed in the current Request and in direct response to exigent Government technology gaps that are subsequently identified.

"Parties" means Government and the Consortium by its authorized agent where collectively identified and "Party" where each entity is individually identified.

"Payable Milestone" means that once a milestone has been met (see definition of "milestone"), the Government can approve payment to the Consortium of a predetermined dollar amount in relation to performance of a particular project under the Other Transaction Agreement.

"Program" means the overall effort to be funded by the Agreement, which is described in the Statement of Work appended to this Agreement as Attachment I.

“Program Manager” means the Technical Administrator for the Program responsible for Government oversight of the System of Systems in Security Consortium OTA program.

“Project Agreement” means the Agreement between the System of Systems in Security Consortium, by its CAO, and the System of Systems in Security Consortium member entity or a team of the System of Systems in Security Consortium member entities whose proposal is evaluated and competitively selected by the Government for funding, establishing the scope of work, terms and conditions for the System of Systems in Security Consortium member entity(ies) performance and payment under the Government funded project.

“Project Agreement Awardee” means the System of Systems in Security Consortium member entity or team of member entities issued a Project Agreement.

"Project Milestone and Payment Instruction (PMPI)" means that Government document to be issued with the Technical Direction Letter to the System of Systems in Security Consortium reflecting the Government's decision to select and fund all or part of a particular proposal submitted by an System of Systems in Security Consortium member or team of Consortium members through the RPP process described in this Agreement at Article I.C and Attachment 1.

“Signatory Authority” refers to the individual that has the authority to legally bind a party to an Agreement.

“Steering Committee” means the interim Board of Directors made up of the nine (9) founding members of the System of Systems in Security Consortium.

“System of Systems in Security Consortium” means the open consortium formed by industry and academia comprised of traditional and nontraditional defense contractors, including small and large businesses, profit, not for profit and non-profit entities, and academic organizations, identified by the Government to facilitate the establishment of a Government, industry, and academic collaborative effort for the development and advancement of Homeland Defense and related technology to support of current and future DoD requirements.

“Technical Manager” can also be referred to as “AOR” means the Government’s technical administrator for the each individual project (as designated ARDEC) responsible for Government oversight.

“Technology and Research Committee” means the group comprised of engineers, researchers, and/or managers tasked with assessing proposed technologies for criticality, technology maturity, and technology development/maturation risk. The role of the Industry representative from the System of Systems in Security Consortium on the Technology and Research Committee is to participate in the Technology Selection Process as directed by the Government.

“Technical Direction Letter” means the Government document to be issued to the System of Systems in Security Consortium reflecting the PMPI, scope of work, terms and conditions for performance and payment and include the consortium member proposal selected for Government project funding.

“Technology Selection Process” refers to the process by which proposed HLD and related technologies are assessed for criticality, technology maturity and technology development/maturation risk by submitting fully complete data sheets which address a variety of technical areas.

“U.S. Army Contracting Command, Joint Munitions and Lethality Contracting Center” (JM&L Contracting Center) means the contracting activity designated by the Army as the lead Government organization responsible for executing this Agreement.

C. Scope

The Government in conjunction with the System of Systems in Security Consortium shall perform a coordinated research and development program designed to develop prototype HLD and related technologies. Under this Agreement and associated awards, and Consortium Project Agreements, the Government,

along with the non-government members from the System of Systems in Security Consortium, shall perform coordinated planning and research and development prototype efforts designed to encompass the following as it relates to HLD and related technologies:

- Critical Infrastructure, Key Resources, and Force Protection Technologies: includes efforts to perform specific research and prototype processes that develop and demonstrate protection technologies that directly advance the application of HLD missions. This includes research and development in such areas as Border Security, Perimeter Security, Port Security, IED Detection and Neutralization, Robotics, Sensors, and Surveillance and Warning.
- Command Center Technology Development: includes efforts to hasten the application of new Tactics, Techniques and Procedures (TTPs) and technologies that develop and facilitate integration of various command center technologies within the HLD mission domain. This includes identification and transitioning of prototypes in Architectural & Engineering (including construction management), C2/C3/C4i Technology Development and Prototyping, Systems Integration, Systems Interoperability, Emergency Response, Smart Building and Automation Systems, and Communications.
- Protecting, Analyzing and Sharing Information: includes efforts to support the Government HLD vision of managing selected programs for the federal government (Congressional and Agency programs) and local municipalities by applying advanced system engineering principles, processes, planning, and management techniques to identify and mature technologies integral to the free flow of information when necessitated by the HLD mission. This includes development of prototypes involving Integration of Communications and Data Systems for Shared Situational Awareness, Cyber Defense, Information Assurance, and Data Mining.

As defined by the Technology Selection Process and the need to the desired research areas, the Government will issue an annual Request for Project Proposals (RPP) to SOSSEC, Inc., as the agent of the System of Systems in Security Consortium. SOSSEC Inc., will in turn, issue a similar request (statement of objective, etc.) to the Consortium Members including the evaluation factors upon which the Government will evaluate each request and select a proposal(s) for performance. The CAO will perform an initial proposal screening for completeness and format based on the RPP requirements. The CAO will allow the Consortium Member Organization an opportunity to cure any deficiencies if a proposal is noncompliant provided that the Consortium Member Organization to resubmit a compliant proposal within 48 hours of notification. The CAO will forward compliant Consortium Member Organization's proposals to the Government for evaluation and source selection. The CAO shall be responsible for performing a cost/price analysis on the proposals to determine if the cost/price proposals are fair and reasonable. The Government shall be solely responsible for evaluation and selection of proposals for project funding from among the proposals submitted. Once the evaluations and source selection process is completed, the Government will issue a technical direction letter (TDL), inclusive of a PMPI to the System of Systems in Security Consortium. Once the CAO receives the TDL, the System of Systems in Security Consortium, by its agent, will enter into a Project Agreement with the Consortium Member or team of Members. The CAO shall enter into Project Agreement with the Consortium Member Organization for the Project Agreement proposed and accepted by the Government. The CAO will then enter into an Agreement with the successful System of Systems in Security Consortium organization and flow down the applicable terms and conditions of this Agreement. The CAO, in conjunction with the designated Technical Manager, also referred to as AOR, shall monitor performance jointly and perform daily administration of the agreement for the period of performance of the initiative.

See Attachment I for a Statement of Work outlining requirements for annual participation (planning under this Agreement for Fiscal Years 2010-2015) in the Technology Selection Process, RPP and submission process, selection process, review process, and execution.

(FY '10 – FY'15): See Attachment I for information on Technology Selection Process, RPP request and submission process, selection process and execution thereof estimated: $20,000,000

Attachment I - Segment I: outlines annual support requirements to the Technology and Research Committee, including participation in the annual Technology Selection Process (planned under this Agreement for Government Fiscal Years 2010-2015).

Attachment I - Segment II outlines annual selection, funding and performance of Projects submitted by the System of Systems in Security Consortium.

Attachment I - Segment III outlines support to annual performance reviews of all Consortium Projects selected under this Agreement, including aggregate performance measures. The review will address metrics as identified in this Agreement at Attachment II.

D. Goals/Objectives

The following goals/objectives will be pursued within the execution of this agreement:

- Leverage insights obtained via collaborative planning between Government and the Consortium members so that the Government is better informed on technologies emerging from the private sector and industry achieves greater understanding of emerging DoD operational needs that can be addressed with HLD and related technology solutions.

- Deliberately mature specified emerging technologies to the point of demonstrating the technology in an operationally relevant environment.

- Improve the performance of specified HLD and related technologies to achieve advancements in attributes such as reliability, range, speed, service life, and perception, et cetera.

- Advance HLD and related technologies to achieve greater levels of tactical autonomy such that entire tactical behaviors can be performed under human supervision vice direct human control.

- Advance the development of relevant standards to enable interoperability, subsystem and component inter-changeability, and affordable pricing.

- Conduct homeland defense technology development and maturation in a manner that enables effective transition of the technology to programs of record via early consideration of life cycle support aspects (affordability, manufacturability, sustainment, training, et cetera).

- Ensure the nature of the agreement facilitates and eases the entry of small and non-traditional companies, academia, etc. into the homeland defense market.

E. Reports

- Quarterly reports, due the end of the first full week of each quarter, will be submitted by the CAO, to the AO, providing the status of each metric included in Attachment II. The status provided will reflect the past quarter, and the cumulative status for the current Government fiscal year.

- Annual Technical Reports: The CAO shall submit an Annual Technical Report to the AO with a notification letter to the Agreements Officer Representative (AOR), and technical representative (if more than one person is assigned), for the respective project. Annual technical reports are required for Project Agreement(s) that are more than one year in duration. This report will provide a concise and factual discussion of significant accomplishment(s) and progress during the year covered by the report. Each of the topics described below shall be addressed for the Project Agreement performed:

  (1) A comparison of actual accomplishments with the goals and objectives of the project established for the period.

(2) Reasons why established goals and objectives were not met, if appropriate.

(3) A cumulative chronological list of written publications in technical journals. Include those in press as well as manuscripts in preparation and planned for later submission. Indicate likely journals, authors and titles.

(4) Papers presented at meetings, conferences, seminars, etc.

(5) New discoveries, inventions or patent disclosures and specific applications stemming from the individual project provided that such disclosure shall not compromise the rights of the inventor.

(6) System of Systems in Security Consortium Membership list.

Identification of the reports required for an individual project will be included in the specific RPP for such project, as appropriate.

ARTICLE II: TERM AND TERMINATION

A. The Term of this Agreement

The Program commences upon the date of the last signature hereon and continues for seventy-two (72) months. If at any time funds expended exceed the face value prior to the expiration of the term, the Parties have no obligation to continue performance and may elect to cease their efforts at that point. Total funds obligated to this Agreement are reflected on the cover page and will be increased annually as appropriated, and mutually agreed upon. Provisions of this Agreement, which, by their express terms or by necessary implication, apply for periods of time other than specified in Article II herein, shall be given effect, notwithstanding this Article.

B. Termination Provisions

Subject to a reasonable determination that the program will not produce beneficial results commensurate with the expenditure of resources, the Government may terminate performance of work under this contract, in whole or in part, if the AO determines that a termination is in the Government's interest. The AO shall terminate by delivering to the Consortium through its designated agent a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by the AO, the Consortium through its designated agent shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:

(1) Stop work and direct its subcontractors to stop work as specified in the notice.

(2) Place no further Project Agreements or orders (referred to as orders in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the AO, all right, title, and interest of the Consortium under the project agreements terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the AO, settle all outstanding liabilities and termination settlement proposals arising from the termination of Project Agreements; the approval or ratification will be final for purposes of this clause.

(6) As directed by the AO, obtain from the subcontractor(s) under the terminated portion of the Agreement a transfer of title to the following where applicable and deliver to the Government –

(a) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

(b) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would have been required to be furnished to the Government.

(7) Complete performance of any work not terminated, if applicable.

(8) Take any action that may be necessary, or that the AO may direct, for the protection and preservation of the property related to this contract that is in the possession of the Consortium Member(s) and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the AO, any property of the types referred to under Article II, B. Termination Provisions, (6)(a) and (b); provided, however, that the Consortium by its agent

(a) is not required to extend credit to any purchaser and

(b) may arrange for the Consortium Member who was performing the terminated work to acquire the property under the conditions prescribed by, and at prices approved by, the AO.

(10) The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the AO.

(11) In the event of a termination of the Agreement, the Government shall have patent rights as described in Article X, Patent Rights, and rights in Data as described in Article XI, Data Rights. Failure of the Parties to agree to an equitable adjustment shall be resolved pursuant to Article VII, Disputes.

C. Material Breach by a Consortium Member

If a Consortium Member Organization materially fails to comply with the provisions of a Project Agreement, the AO, after issuance of a Cure Notice, may take one or more of the following actions as appropriate

(1) Temporarily withhold payments pending correction of the deficiency by the Consortium Member,

(2) Disallow all or part of the cost of the activity or action not in compliance,

(3) Wholly or partly suspend or terminate the current Project Agreement and Technical Direction Letter,

(4) Withhold further funding for the Project Agreement,

(5) Take any other legally available remedies.

D. Termination Costs

The Government and the Consortium through its CAO will negotiate in good faith an equitable reimbursement for work performed toward accomplishment of the milestone and Project Agreement. The Government will allow full credit for the Government share of the obligations properly incurred by a Project Agreement Awardee or the CAO

prior to termination. Costs incurred by a Project Agreement Awardee or the CAO during a suspension or after termination of a Milestone are not allowable unless the AO expressly authorizes them in either the notices of suspension, termination, or subsequently. Other Project Agreement Awardee's costs incurred during a suspension or after termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the Project Agreement Awardee or the CAO before the effective date of the suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; And

(2) The costs would be allowable if the milestone was not suspended or the project agreement expired normally at the end of the funding period in which the termination takes effect.

ARTICLE III: MANAGEMENT OF THE PROJECT

A. The System of Systems in Security Consortium

The System of Systems in Security Consortium, as defined in this Agreement, has been identified by the Government to provide the Government guidance in developing and executing HLD and related technology endeavors and to perform HLD and related technology research and development or prototype projects selected by the Government. Every member in the Systems of Systems in Security Consortium is independent of the other, and there is no affiliation between the Consortium members within the definition of 13 C.F.R. 121.103 of the Federal Small Business Regulations and no such affiliation is intended either by the formation or implementation of this Consortium. Members of the Consortium identified, are listed in Exhibit 1.

Appointed by the Consortium Board of Directors, the CAO has the authority to execute this OTA on behalf of the System of Systems in Security Consortium and has the responsibility for day to day overall administration of this Agreement, subject to the supervision of the Consortium, Board of Directors.

B. The following Consortium decisions are subject to U.S. Army Contracting Command, Joint Munitions and Lethality (JM&L) Contracting Center approval

(1) Changes to the System of Systems in Security Consortium Membership Agreement (CMA) if such changes substantially alter the relationship of the Parties as originally agreed upon when the OTA was executed;

(2) Changes to, or elimination of, any U.S. Army Contracting Command, JM&L Contracting Center funding allocation to any Consortium Member as technically and/or financially justified.

C. Management and Project Structure

Technical and project management of the coordinated research program established under this Agreement shall be accomplished through the management structures and processes detailed in this Article.

The System of Systems in Security Consortium selects and appoints an agent for this OTA to provide a single point of contact between the Consortium, the Government, and the respective designees. The Consortium's agent is to be called the Consortium Administrative Organization or CAO. The CAO, acting with guidance from the Board of Directors, shall be responsible for the overall day to day management of the System of Systems in Security Consortium under this OTA, including technical, programmatic, reporting, financial, administrative and contractual matters. The CAO shall provide an updated list of Consortium members to the Agreements Officer (AO) annually.

The System of Systems in Security Consortium Board of Directors selected SOSSEC, Inc., a Massachusetts "S"-Corporation chartered to act as the single point of contact activity for the SOSSEC Consortium, to act as the initial agent of the System of Systems in Security Consortium, and has entered into an agency Agreement with SOSSEC, Inc. authorizing SOSSEC, Inc. to enter into this OTA as the agent, engage in overall day to day management of the Consortium under the guidance of and as designated by the Consortium, Board of Directors, and to administer Project Agreements and orders required for performance under this OTA.

As established by funded projects under the OTA, the ARDEC HLD Center shall fully participate in the appropriate program technical meetings held by the System of Systems in Security Consortium. Other Government personnel as deemed appropriate by the ARDEC HLD Center may also participate in the technical portion of these meetings.

D. Modifications

As a result of scheduled meetings, end of program reviews, or at any time during the term of the Agreement, research progress or results may indicate that a change in the Agreement's Statement of Work or Term would be beneficial to program objectives. Recommendations for modifications, including justifications to support any changes to the Statement of Work, will be documented in a letter and submitted by the CAO to the ARDEC HLD Center with a copy to the AO. This documentation letter will detail the technical, chronological, and financial impact of the proposed modification to the research program. The ARDEC HLD Center shall be responsible for the review and verification of any recommendations to revise or otherwise modify the Agreement Statement of Work (SOW) or other proposed changes to the terms and conditions of this Agreement.

With regard to Project Agreements the Government determines to fund under this Agreement as a result of the RPP process specified in the Statement of Work (SOW) (Attachment I of this Agreement), any Consortium Member recommendations for modifications, including justifications to support any changes to the funded project, will be documented in a letter and submitted by the CAO to the AO with a copy to the Government Technical Manager, and Agreement Officer Representative (AOR) designated for the particular project. The AO shall be responsible for review and modification or changes to the terms and conditions of the project award. The CAO shall modify Project Agreement(s) in the event of any such modifications or changes to the project.

For minor or administrative Agreement modifications (e.g., changes in the paying office or appropriation data, changes to Government representatives identified in the Agreement, etc.) the AO will issue a written Agreement modification; no signature is required by the Consortium. The Government and the CAO, as agent of the Consortium, shall approve in writing all other Agreement modifications.

ARTICLE IV: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the U.S. Army Contracting Command, Joint Munitions and Lethality Contracting Center Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

CCJM-ET:
David A. Etro, Agreements Officer
U.S. Army Contracting Command, Joint Munitions and Lethality Contracting Center
CCJM-ET, Bldg. 322
Picatinny Arsenal, NJ 07806
(973) 724-3975
David.A.Etro@us.army.mil

CONSORTIUM C/O SOSSEC, Inc.:Robert Kent, Government Business Primary POC
SOSSEC, Inc. as agent for the System of Systems in Security Consortium
43 Sandown Rd
Danville, NH 03819-3035
(603)642-7049
rkent@ddninc.net

Debra Paine, Electronic Business Primary POC
SOSSEC, Inc. as agent for the Systems of Systems in Security Consortium
P.O. Box 190
Danville NH 03819-3035

(603)642-7049
dpaine@ddninc.net

Technical Matters under this Agreement shall be referred to the following representatives:

ARDEC HLD Center: David Yam, ARDEC HLD Center
U.S. Army Armament, Research, Development, and Engineering Center,
Research, Development and Engineering Command
AMSRD-AAR-WSF-H, Building 95
(973)724-4089
David.Yam@us.army.mil

CONSORTIUM: David Davis
Concurrent Technologies Corp.
100 CTC Drive
Johnstown, PA 15904
(814) 269-2582
davisd@ctc.com

Each party may change its representatives named in this Article by written notification to the other party.

Administrative Agreements Officer (AAO):
DCMA Boston
495 Summer Street
(617)-753-4006
CASBOSTON@DCMA.MIL

Cognizant Defense Contract Audit Agency Office:
Bay States Branch Office
59 Composite Way, Suite 301
Lowell, MA 01851-5150
(603)885-2426
DCAA-FAO2701@dcaa.mil

Defense Finance and Accounting Service:
DFAS Columbus Center (HQ0337)
DFAS-Co/North Entitlement Operation
P.O. Box 182266
Columbus, OH 43218-2266
(800)756-4571

The Agreements Officer Representative (AOR) will be determined on a per project basis.

ARTICLE V: OBLIGATION AND PAYMENT

A. Obligation

Except as specified in Article VII, Disputes, the Government's liability to make payments to the Consortium is limited only to those funds obligated under this Agreement or by modification to the Agreement, the U.S. Army Contracting Command, JM&L Contracting Center, may incrementally fund this Agreement. If a modification becomes necessary in performance of this Agreement, pursuant to Article V of this Agreement, the AO and the Consortium shall establish and execute a revised schedule of PMPI consistent with the current Project Plan.

To minimize interruption of effort due to lack of funds for efforts that receive incremental funding, the CAO will notify the Agreements Specialist in writing whenever the amount of funds expended under this award

when added to anticipated costs in the next 60 days will exceed 75% of the amount obligated by the Government . If after notification, additional funds are not obligated, the parties agree this TDL will be terminated. The Project Agreement Awardee is not obligated to continue performance or otherwise incur costs in excess of the amount then allotted by the Government. When and to the extent that the amount obligated by the Government to each TDL is increased, any costs the Project Agreement Awardee incurs before the increase that are in excess of the amount previously obligated by the Government to each TDL, shall be allowable to the same extent as if incurred afterward, unless the Agreements Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

B. Payments

In addition to any other financial reports provided or required, the CAO shall notify the U.S. Army Contracting Command, JM&L Contracting Center, AO immediately if any contribution from the Consortium is not made as required.

Accounting System Requirements: Prior to the submission of invoices, the CAO shall have and maintain an established accounting system which complies with Generally Accepted Accounting Principles (GAAP) and the requirements of this Agreement. The CAO shall ensure that appropriate arrangements have been made for receiving, distributing and accounting for Federal funds. Consistent with this stipulation, an acceptable accounting system will be one in which all cash receipts and disbursements are controlled and documented properly.

Payable Milestones: The CAO has and agrees to maintain an established accounting system which complies with the Generally Accepted Accounting Principles (GAAP) and the requirements of this Agreement, and shall ensure that appropriate arrangements have been made for receiving, distributing and accounting for Federal funds. An acceptable accounting system is one in which all cash receipts and disbursements are controlled and documented properly. The CAO shall segregate and track all individual project costs separately, document accomplishments of each payable milestone under each project agreement, and compile such documentation for inclusion in the Consortium payable milestone report, which shall be submitted or otherwise provided the Government as established on a per Project Agreement basis. The CAO shall submit invoices for processing to the designated Agreements Officer Representative (AOR), identified for each project, for payment approval via the Wide Area Work Flow (WAWF) system, according to the guidelines set forth in DFARS Subpart 232.70 and DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. Payments will be made by Defense Finance and Accounting Service, DFAS- DFAS Columbus Center (HQ0337), DFAS-CO/North Entitlement Operation.

Electronic Fund Transfer: The CAO must initiate enrollment of the System of Systems in Security Consortium in EFT by contacting the paying office designated in the agreement and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the CAO and their financial institution and returned to the paying office. The paying office will complete the process and notify the CAO that EFT enrollment is complete. All payments under this Agreement will be held until the CAO provides the required EFT enrollment information for the Consortium. The CAGE Code and DUNS number for the CAO, SOSSEC Inc., as the agent of the System of Systems in Security Consortium are as follows: CAGE Code: 56BU6; DUNS827760138. *Registration in CCR is mandatory.

Interest Earned: Government funds shall be maintained in an interest-bearing account prior to disbursement to Consortium Members. This account shall not be in U.S. Treasury Notes. Any interest earned shall be remitted annually to the U.S. Army Contracting Command, JM&L Contracting Center, AO or designee. Interest payments shall be made payable to the U.S. Treasury. Interest amounts less than $250.00 per year may be retained by the Consortium for administrative expenses.

Advance Payments: On a per project basis, advance payments may be approved by the AO. If the AO has approved advance payments there will be a requirement to establish an interest bearing account. If advance payments are authorized, the Project Agreement should require the particular Project Agreement Awardee to maintain funds in an interest bearing account unless one of the following applies:

(1) The Project Agreement Awardee receives less than $120,000 in Federal awards per year;

(2) The best reasonably available interest bearing account would not expect to earn interest in excess of $250 per year on such cash advances;

(3) The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources for the project;

(4) Or the advance payments are made one time to reduce financing costs for large up-front expenditures and the fund will not remain in the project agreement awardees' account for any significant period of time.

Interest earned should be remitted annually to the AAO. The AAO shall forward the funds to the responsible payment office, for return to the Department of the Treasury's miscellaneous receipts accounts.

Limitation of Funds: Except as set forth in Article VII, Disputes, the Government's financial liability will not exceed the amount obligated under this Agreement and available for payment.

Financial Records and Reports: The CAO and System of Systems in Security Consortium members shall maintain adequate records to account for Federal funds received under this Agreement and shall maintain adequate records to account for Consortium Members' funding provided under this Agreement, should cost sharing procedures be implemented for funding a particular project. The CAO, and Consortium relevant financial records are subject to examination or audit on behalf of the U.S. Army Contracting Command, JM&L Contracting Center, by the Government for a period not to exceed three (3) years after expiration of the term of the Agreement. The CAO on behalf of the Consortium shall ensure that, for each Project, the Project Agreement Awardee's relevant financial records are available and subject to examination or audit on behalf of the U.S. Army Contracting Command, JM&L Contracting Center for a period not to exceed three (3) years after final payment of the Project Agreement Awardee's Project Agreement. The AO or designee shall have direct access to sufficient records and information of the CAO, Consortium and Consortium Members to ensure full accountability for all funding under this Agreement. Such audit, examination or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party. Any audit required during the course of the program may be conducted by the Government using Government auditors or by the Project Participant's external CPA accounting firm at the expense of the Project Participant.

Receipt of Payment: In accordance with Article V: Obligation and Payment, the CAO will receive funds from the Government for the System of Systems in Security Consortium and deposit such funds in a deposit account opened by the CAO acting as an agent for the System of Systems in Security Consortium.

ARTICLE VI: COST SHARING

Cost Sharing is not required under this Other Transaction Agreement but may be considered on a per project basis in accordance with the Under Secretary of Defense for Acquisition, Technology and Logistics "Other Transactions" (OT) Guide for Prototype Projects dated 21 December 2000.

ARTICLE VII: DISPUTES

A. General

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Article.

B. Dispute Resolution Procedures

Any disagreement, claim or dispute between the U.S. Army Contracting Command, JM&L Contracting Center, and the Consortium concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Article.

Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than three (3) months prior to the notification made under the article constitute the basis for relief under this article unless the Center Director, Emerging Technologies Contracting Center in the interest of justice waives this requirement.

Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party (through the respective AO or CAO, as the case may be) in writing documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought, and documenting the rationale as to why the clarification/remedy is appropriate. Within ten (10) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by the Center Director, Emerging Technologies Contracting Center. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The Center Director, Emerging Technologies Contracting Center, will conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such position. Any such decision is final and binding, unless a Party shall, within thirty (30) calendar days request further review as provided by this article.

If requested within thirty (30) calendar days of the Center Director's decision, further review will be conducted by the Chair of the Consortium Board of Directors and the U.S. Army Contracting Command, JM&L Contracting Center, Director of Contracting. In the event of, or in an absence of, a decision within sixty (60) calendar days of referral to the Chair of the Executive Committee and the Director of Contracting (or such other period as agreed to by the parties), either party may pursue any right or remedy provided by law, including but not limited to the right to seek extraordinary relief under Public Law 85-804. If the parties are unable to jointly resolve a dispute within a reasonable period of time the parties agree to explore and consider such Alternate Disputes Resolution options as may be available to them.

C. Limitation of Liability and Damages

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of U.S. Army Contracting Command, JM&L Contracting Center, funding for a particular project under which the dispute arose, disbursed as of the time the dispute arises. In no event shall the U.S. Army Contracting Command, JM&L Contracting Center, be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages. The Consortium disclaims any liability for consequential, punitive, special and incidental damages or other indirect damages, except when such damages are caused by the willful misconduct of the Consortium personnel. In no event shall the liability of the Consortium member or any other entity performing research activities under this Agreement, exceed the funding it has received from the Government. The Government does not contemplate any unusually hazardous risks being associated with the projects to be performed under this Other Transaction Agreement (OTA), however, the Government will consider going forward with a request for special indemnification or the inclusion of specially negotiated liability provisions should a project arise that may have a risk of such nature.

ARTICLE VIII: CONFIDENTIAL INFORMATION

A. Definitions

"Disclosing Party" means System of Systems in Security Consortium, on its own behalf or on behalf of the CAO, Consortium Member Project Agreement Awardee(s) or the Consortium Member entities, or the Government who discloses Confidential Information as contemplated by the subsequent Paragraphs.

"Receiving Party" means System of Systems in Security Consortium, on its own behalf or on behalf of the CAO, Consortium Member Project Agreement Awardee(s) or the Consortium Member entities, or the Government who receives Confidential Information disclosed by a Disclosing Party.

"Confidential Information" means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret 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 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, provided that 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 a Consortium Member. "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 -

(1) The owner thereof has taken reasonable measures to keep such information secret; and

(2) 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.

B. Exchange of Information: The Government may from time to time disclose Government Confidential Information to the Consortium, or individual Consortium members, in connection with the Technology Selection Process or particular projects, and the Consortium may from time to time disclose the Consortium's or a Consortium Member's Trade Secrets to the Government in connection with the project agreement. Neither the Government nor Consortium shall be obligated to transfer Confidential Information or Trade Secrets independently developed by either party to any Party to this Agreement.

C. 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 it to third parties or used by it for any purposes other than in connection with the project efforts and the licenses granted in Article X, Patent Rights, and Article XI Data Rights, provided that the duty to protect such "Confidential Information: and "Trade Secrets" shall not extend to material or information that:

(1) Are received or become available without restriction to the Receiving Party under separate agreement,

(2) Are not identified with a suitable notice or legend per Article VIII, entitled "Confidential Information" herein,

(3) Are in possession of the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,

(4) Are or later become part of the public domain through no fault of the Receiving Party,

(5) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,

(6) Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records,

(7) 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.

D. Return of Proprietary Information: Upon the request of Consortium, the Government shall promptly return all copies and other tangible manifestations of the Trade Secrets disclosed. Upon request by the Government, the Consortium shall promptly return all copies and other tangible manifestations of the Confidential Information disclosed. As used in this section, tangible manifestations include human readable media as well as magnetic and digital storage media.

E. 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.

F. The Government and the Consortium shall flowdown the requirements of this Article VIII, Confidential Information, to their respective personnel, member entities, agents, project agreement awardees (including employees) at all levels, receiving such Confidential Information or Trade Secrets under this OTA.

ARTICLE IX: PUBLICATION AND ACADEMIC RIGHTS

A. Use of Information

Subject to the provisions of Article VIII, Confidential Information, and Article IX paragraph B, Publication or Public Disclosure of Information, the Consortium designated Project Agreement Awardee(s) and the Government shall have the right to publish or otherwise disclose information and/or data developed by the Government and/or the respective Consortium Project Agreement Awardee(s) under the Project Agreement. The Consortium, through its designated Project Agreement and the Government (and its employees) shall include an appropriate acknowledgement of the sponsorship of the Research Projects by the Government and the Consortium Project Agreement(s) 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, Article IX A, alone, to disclose any Confidential Information or Trade Secrets of the Government or the Consortium on behalf of other Consortium Project Agreements, or Consortium member entities, or the CAO.

B. Publication or Public Disclosure of Information

For purposes of this Article, Government Technical Manager means the Technical Manager designated by the Government for the project(s) under which the information and/or data whose publication or disclosure at issue was developed

C. Classified Research Projects.

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

D. Review or Approval of Technical Information for Public Release.

(1) At least thirty (30) days prior to the scheduled release date, the CAO, or Consortium Board of Executives on behalf of the specified Project Agreement Awardee shall submit to the Government Technical Manager and Agreement Officer Representative (AOR) two (2) copies of the information to be released. The Government Technical Manager in coordination with the AOR is hereby designated as the approval authority for the AO for such release.

(2) Academic Research Institutions performing fundamental research on campus as a Project Agreement Awardee, shall be required by the Consortium to provide papers and publications for provision to the Government Technical Manager, and AOR for review and comment thirty (30) days prior to formal paper/publication submission. However, if that Academic Research Institution incorporates into its research results or publications artifacts produced by and provided to these institutions by the Consortium member on behalf of other (non-educational institution) Consortium Project Agreement Awardee (or has authors listed on the paper who are not employees or students of the Academic Research Institution) then the procedures in paragraph (a) above must be followed.

(3) Parties to this Agreement are responsible for assuring that an acknowledgment of Government support will appear in any publication of any material based on or developed under this OTA, using the following acknowledgement terms:

> "Effort sponsored by the U.S. Government under Other Transaction number W15QKN-09-9-0004 between the System of Systems in Security Consortium, and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

(4) 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. Government."

The System of Systems in Security Consortium is responsible for flowing down these requirements to its Project Agreement Awardee(s), at all tiers.

E. Notices

To avoid disclosure of Confidential Information or Trade Secrets belonging to a Consortium member entity or Project Agreement Awardee and/or the Government and the loss of patent rights as a result of premature public disclosure of patentable information, the Consortium agrees to require that any Project Agreement Awardee that is proposing to publish or disclose such information provide advance notice to the Consortium and identify such other parties as may have an interest in such Confidential Information or Trade Secrets. The Consortium shall notify such parties at least thirty (30) calendar days prior to any Project Agreement Awardee 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 Government and/or the Consortium members during the term of and pursuant to this Agreement. The Government must notify the Consortium of any objection to disclosure within this thirty (30) day period, or else the Project Agreement Awardee, shall be deemed authorized to make such disclosure.

F. Filing of Patent Applications

During the course of any such thirty (30) calendar day period, the Consortium, on behalf of the Consortium Member entities to whom such Confidential Information or Trade Secrets belong, and/or the Government shall provide notice to the AO as to whether it desires that a patent application be filed on any invention disclosed in such materials. In the event that a Consortium Member to whom such Confidential Information or Trade Secrets belong and/or the Government desires that such a patent be filed, the Consortium (and through it, the Project Agreement Awardee) or the Government 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:

(1) Filing of a patent application covering such invention, or

(2) Written agreement, from the AO and the Consortium (on behalf of the Consortium member entity to whom such Confidential Information or Trade Secrets belong) that no patentable invention is disclosed in such materials.

(3) Furthermore, during the course of any such thirty (30) calendar day period, the Consortium shall notify the AO and the Government if there is any Consortium Member entity that believes any of its Confidential Information or Trade Secrets have been included in the proposed publication or disclosure and shall identify the specific Confidential Information or Trade Secrets that need to be removed from such proposed publication. The party proposing the publication or disclosure of such materials agrees to remove from the proposed publication or disclosure all such Confidential Information or Trade Secrets so identified by the Consortium.

ARTICLE X: PATENT RIGHTS

A. Definitions

"Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

"Background Invention" means any invention by the Consortium's member entity or project agreement awardee (or their subcontractors of any tier) prior to performance of the Agreement or outside the scope of work performed under this Agreement.

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and in each case, under such conditions as to establish that the invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention" means any invention of a Consortium's Project Agreement Awardee conceived or first actually reduced to practice in the performance of work under this Agreement.

B. Allocation of Principal Rights

Unless the CAO notifies the Government (in accordance with subparagraph C.2 below) that the Consortium Member(s) does not intend to retain title, the Consortium Member(s) shall retain the entire right, title, and interest throughout the world to each subject invention consistent with the provisions of the CMA, this Article, and 35 U.S.C § 202. With respect to any subject invention in which the Project Agreement Awardee retains title, the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the subject invention throughout the world. The Consortium Member may elect to provide full or partial rights that it has retained to Consortium Members or other parties.

C. Invention Disclosure, Election of Title, and Filing of Patent Application

(1) The Consortium on behalf of the Project Agreement Awardee shall disclose each subject invention to the Government within four (4) months after the inventor discloses it in writing to his company personnel responsible for patent matters. The disclosure to the Government shall be in the form of a written report and shall identify the Agreement under which the invention was made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure.

(2) If the Project Agreement Awardee determines that it does not intend to retain title to any such invention, the Consortium shall notify the AO, in writing, within nine (9) months of disclosure to the U.S. Army Contracting Command, JM&L Contracting Center. However, in any case where publication, sale or public use has initiated the one (1) year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by the U.S. Army Contracting Command, JM&L Contracting Center, to a date that is no more than sixty (60) calendar days prior to the end of the project.

(3) The Consortium shall require its Project Agreement Awardee to file its initial patent application on a subject invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. The Consortium Project Agreement Awardee may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten (10) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

(4) A request for extension of the time for disclosure election, and filing under Article IX, Publication and Academic Rights, paragraph C, maybe approved by U.S. Army Contracting Command JM&L Contracting Center, and after considering the position of the Consortium, which approval of U.S. Army Contracting Command JM&L Contracting Center, shall not be unreasonably withheld.

D. Conditions When the Government May Obtain Title

Upon the AO written request to the CAO, the Consortium member shall obtain from the Project Agreement Awardee and convey title to any subject invention to the Government via the CAO under any of the following conditions:

(1) If the Consortium Member Project Agreement Awardee, through the CAO, fails to disclose or elects not to retain title to the subject invention within the times specified in paragraph C of this Article X, Patent Rights; provided, that the Government may only request title within sixty (60) calendar days after learning of the failure of the Consortium Member Project Agreement Awardee to disclose or elect within the specified times.

(2) In those countries in which the Consortium Member Project Agreement Awardee fails to file patent applications within the times specified in paragraph C of this Article; provided, that if the Consortium Member Project Agreement Awardee has filed a patent application in a country after times specified in paragraph C of this Article X, Patent Rights, but prior to its receipt of the written request by the Government, the Consortium member shall continue to retain title in that country; or

(3) In any country in which the Consortium Member Project Agreement Awardee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a subject invention.

E. Minimum Rights to the Consortium and Protection of the Consortium's Right to File

The Parties agree that:

(1) The Consortium Member Project Agreement Awardee shall retain a non-exclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Consortium on behalf of the Project Agreement Awardee fails to disclose the invention within the times specified in paragraph C of this Article X, Patent Rights. Project Agreement Awardee(s) license extends to the domestic (including Canada) subsidiaries and affiliates, if any, of the Consortium Member Project Agreement Awardee(s) within the corporate structure of which the Project Agreement Awardee was legally

obligated to do so at the time the project under this Agreement was funded. The license is transferable only with the approval of the Government, except when transferred to the successor of that part of the business to which the invention pertains. Government approval for license transfer shall not be unreasonably withheld.

(2) The Consortium's Project Agreement Awardee domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 404. This license shall not be revoked in that field of use or the geographical areas in which the Project Agreement Awardee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Government to the extent the Consortium member, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Government shall furnish the Consortium member via the CAO a written notice of its intention to revoke or modify the license. The Consortium on behalf of the Project Agreement Awardee shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

F. Action to Protect the Government's Interest

(1) The Consortium agrees to require that the inventing Consortium Member Project Agreement Awardee will execute or have executed and promptly deliver to the Government all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Consortium Member Project Agreement Awardee elects to retain title, and (ii) convey title to the Government when requested under paragraph D of this Article X, Patent Rights, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Consortium agrees to require, by written agreement, that employees of the Consortium Member Project Agreement Awardee working on program projects, other than clerical and non technical employees, agree to disclose promptly in writing, to personnel identified as responsible for the administration of patent matters and in a format acceptable to the Consortium, each subject invention made under this Agreement in order that the Consortium, on behalf of the Project Agreement Awardee can comply with disclosure provisions of paragraph C of the Article X, Patent Rights, and to execute all papers necessary to file the patent applications on the subject invent and to establish the Government's rights in the subject invention. The Consortium shall instruct Project Agreement Awardee(s) and Project Agreement Awardee(s) employees, though employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Consortium shall notify the Government of any Consortium Member's decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.

(4) The Consortium Member shall include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under Agreement No. W15QKN-09-9-0004 awarded by the U.S. Army Contracting Command, JM&L Contracting Center. The Government has certain rights in the invention."

G. Lower Tier Agreements

The Consortium shall include the Article X, Patent Rights, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, for experimental, development, or research work.

H. Reporting on Utilization of Subject Inventions

The Consortium agrees to submit, during the term of the Agreement, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Consortium, Consortium Member Project Agreement Awardee(s), or their licensees or assignees. Such reports shall include information regarding the status of development date of first commercial sale or use, gross royalties received by the Consortium Member(s) Project Agreement Awardee, and such other data and information as the agency may reasonably specify. The Consortium also agrees to provide additional reports as may be requested by the Government in connection with any march-in proceedings undertaken by the Government in accordance with paragraph J of this Article. Consistent with 35 U.S.C. § 205, the Government agrees it shall not disclose such information to persons outside the Government without permission of the Consortium Members.

I. Preference for American Industry

Notwithstanding any other provision of the Article X, Patent Rights, the Consortium agrees that no Consortium Member shall grant to any person the exclusive right to use or sell any subject invention in the United States or Canada unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention shall be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by the Consortium member that reasonable, but unsuccessful, efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

J. March-in Rights

The Consortium members agree that, with respect to any subject invention in which its Consortium's Project Agreement Awardee has retained title, the Government has the right to require the Consortium member, an assignee, or exclusive licensee of a subject invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Consortium member, assignee, or exclusive licensee refuses such a request, the Government has the right to grant such a licensee itself if the Government determines that:

(1) Such action is necessary because the Consortium Member's Project Agreement Awardee or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve practical application of the subject invention;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Consortium Member Project Agreement Awardee, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Consortium Member Project Agreement Awardee, assignee, or licensees; or

(4) Such action is necessary because the Agreement required by paragraph (I) of this Article X, Patent Rights has not been obtained or waived or because a licensee who has the exclusive right to use or sell any subject invention in the United States is in the breach of such Agreement.

K. Opportunity to Cure

Certain provisions of this Article X, Patent Rights, provide that the Government may gain title or license to a subject invention by reason of Consortium's action, or failure to act, within the times required by this Article X, Patent Rights. Prior to claiming such rights (including any rights under Article X, Paragraph J. March-In Rights), the Government will give written notice to Consortium of the Government's intent, and afford Consortium on behalf of the Project Agreement Awardee a reasonable time to cure such action or failure to act. The length of the cure period will depend on the circumstances, but in no event will be more than sixty (60) days. The Consortium on

behalf of the Project Agreement Awardee may also use the cure period to show good cause why the claiming of such title or right would be inconsistent with the intent of this Agreement in light of the appropriate timing for introduction of the technology in question, the relative funding and participation of the parties in the development, and other factors.

L. Background Information

In no event shall the provisions set forth in this Article X apply to any Background Inventions or Patents. The Consortium's member entities, or Project Agreement Awardee(s) or their subcontractors shall retain the entire right, title, and interest throughout the world to each such Inventions and Patents that each party has brought through the Consortium to the Project issued under this Agreement and the Government shall not have any rights under this Agreement. Projects to be funded under this Agreement will list Background Inventions and Patents anticipated to be used on the project; such listing may be amended by the parties as appropriate to reflect changes in such plans.

M. Survival Rights

Provisions of this Article X, Patent Rights, shall survive termination of this Agreement under Article II.

ARTICLE XI: DATA RIGHTS

This is a Data Rights Clause specifically tailored for this OTA to address respective rights of the Government and Consortium on behalf of its actual or prospective System of Systems in Security Consortium Project Agreement Awardee(s) to such Data as is owned, developed, to be developed or used by an actual or prospective Consortium member entity or Project Agreement Awardee (1) as identified in a Consortium member entity(ies) proposal submitted to the Government through the CAO in response to a competitive Government OTA call for proposals, and (2) when such proposal is selected by the Government for funded performance and the Project Agreement is issued by the Government to the CAO; the CAO will then enter into an Agreement with the Project Agreement Awardee (successful Consortium member entity) for performance of such Government Project Agreement.

A. Definitions

“Commercial Computer Software” as used in the Article is defined in DFARS 252-227-7014(a)(1) (Jun 1995).

“Commercial Computer Software License” means the license terms under which Data (as defined in this OTA) is sold or offered for sale, lease or license to the general public.

“Computer Data Base” as used in this Agreement, means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

“Computer program” as used in this Agreement means a set of instructions, rules, or routines in a form that is capable of causing a computer to perform a specific operation or series of operations.

“Computer software” as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Consortium Intellectual Property” as used in this Article means Intellectual Property developed or made by and in the course of performing identified assigned tasks by any Consortium Member.

"Data" as used in this Agreement, means computer programs, computer software, computer software documentation, detailed manufacturing or process data, form, fit and function data, and technical data as defined in this OTA.

"Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce and item or component or to perform a process.

"Form, fit and function data" means technical data that describes the required overall physical, functional and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

"Government purpose rights" means the rights to use, modify, reproduce, release, perform, display, or disclose the computer software, computer software documentation, and technical data (hereinafter "Data") licensed with such rights under this OTA within the Government without restriction; and to release or disclose data outside the Government to any authorized persons pursuant to an executed non-disclosure agreement for such persons use, modification, or reproduction for United States Government purposes only. United States Government purposes include Foreign Military Sales purposes. Under this Agreement, the period of Government purpose rights shall be no less than ten (10) years and during such time the Consortium member developing or providing such Data to the Government with government purpose rights shall have the sole and exclusive right to use such Data for commercial purposes. In the event this Data is used to perform another subcontract awarded to the Consortium Member under this OTA during this ten (10) year period, the period of government purpose rights shall be extended an additional ten (10) years starting with the date of performance of the additional project agreement.

"Limited rights" as used in this Article is as defined in DFARS 252.227-7013(a)(13) (Nov 1995).

"Restricted rights" as used in this Article is as defined in DFARS 252.227-7014(a)(14) (Jun 1995).

"Specially Negotiated License Rights" are those rights to Data that have been specifically negotiated between the Government and the Consortium Member whose proposal is selected by the Government under a request for proposals issued under the OTA.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

"Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

B. Data Categories

(1) Category A is the Consortium Member Data developed and paid for totally by private funds, and it is Data to which the Consortium Member retains all rights. Category A Data shall include, but not be limited to,

(a) Data as defined in this article, and any designs or other material provided by the Consortium Member entity or Project Agreement Awardee which was not developed in the performance of work under this agreement, and for which the Consortium Member retains all rights.

(b) Any initial technical Data, marketing, or financial Data provided at the onset of the project by any of the Consortium Members. Such information shall be marked "Category A" pursuant to the Proprietary Information Exchange Agreement accompanying the Consortium member Agreement and the subcontracts. Any rights to be provided to the Government for such Data under a specific project shall be as identified in the proposal submitted to the Government and included into the Government OT TDL and CAO issued Project Agreement.

(c) Client lists, except that of any surveys of potential customers may be converted to Category B Data if the identification of parties may be efficiently removed.

(2) Category B is any Data developed under this OTA with mixed funding, i.e. development was accomplished partially with costs charged to a Consortium Member(s) entity(ies) or Project Agreement Awardee(s) indirect cost pools and/or not allocated to a Consortium Member entity(ies) or Project Agreement Awardee(s) project under this OTA, and partially with Government funding under this OTA. Any Data developed outside of this OTA whether or not developed with any Government funding in whole or in part under a Government Agreement, contract or subcontract shall have the rights negotiated under such prior Agreement, contract or subcontract; the Government shall get no additional rights in such Data.

(3) Category C is any Data developed exclusively with Government funds under this OTA. Research and Development performed was not accomplished exclusively or partially at private expense. Under this category,

(a) The Government will have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Data created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Data Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

The Government can only order such Data as is developed under the OTA project where the order request is made within 3 years following OTA project completion. In the event the Government orders such Data, it shall pay the Consortium reasonable costs for all efforts to deliver such requested Data, including but not limited to costs of locating such Data, formatting, reproducing, shipping, and associated administrative costs.

(b) The Government shall have unlimited rights in Data

(i) Otherwise publicly available or that has been released or disclosed by the Consortium Member Entity(ies) or subcontractors without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the Data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(ii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(iii) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(1) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(2) Government purpose rights and the Contractor's exclusive right to use such Data for commercial purposes has expired.

(c) However, any Data developed outside of this OTA whether or not developed with any Government funding in whole or in part under a Government Agreement, contract or subcontract shall have the rights negotiated under such prior Agreement, contract or subcontract; the Government shall get no additional rights in such Data.

(d) Further, the Government's rights to Commercial Computer Software and Data licensed under a Commercial Computer Software License under this OTA, and the treatment of Data relating thereto, shall be as set forth in the Commercial Computer Software License.

(4) The parties to this Agreement understand and agree that the Consortium Members shall stamp all documents in accordance with this Article and that the Freedom of Information Act and Trade Secrets Act apply to Data.

C. Allocation of Principal Rights

(1) The Government shall have no rights to Category A Data.

(2) The Government shall normally have immediate Government Purpose Rights to Category B Data upon project or Agreement completion (whichever is earlier), except that

(a) where the Project Agreement Awardee whose Data it is, is a small business as defined under the Small Business Innovation research Program (SBIR) under 15 U.S.C. 638, and such data was developed under a project designated by the USG in the RPP as an SBIR program project, such Consortium Member automatically shall be entitled to a delay in the start of the Government Purpose Rights period for at least five (5) years from project completion, or such longer period as may be negotiated among the Parties and the Consortium Member, and

(b) where the Consortium, at the request of small business or an other than small business Consortium member entity, may request on such member entity's behalf a delay of the start of Government Purpose Rights in Category B or C Data for a period not to exceed five (5) years from project or Agreement completion (whichever is earlier). Such requests will only be made in those cases where the Consortium has provided information from the affected actual or prospective Project Agreement Awardee demonstrating the need for this additional restriction on Government use and shall be submitted to the U.S. Army Contracting Command, JM&L Contracting Center, AO, for approval, which approval shall not be unreasonably withheld. In the event of any dispute regarding approval of this request, the parties agree to treat this as a dispute and shall follow the provisions of Article VII, Disputes.

(c) for Article XI, B.3(c) Category C Data, the Government shall have only the rights established under prior agreements.

(d) for Article XI.B.3(d) Category C Data, the Government shall only have the rights set forth in the Commercial Computer Software Data license agreement.

(3) The Government shall have immediate Unlimited Rights to Category C Data upon project or Agreement completion (whichever is earlier).

(4) Data that will be delivered, furnished, or otherwise provided to the Government under this Agreement, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless the parties have agreed otherwise, or any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(5). Each proposal submitted by the Consortium on behalf of a Consortium Member or team of Consortium Members entities or Project Agreement Awardee(s) in response to a Government call for proposals under this OTA shall include a list of the Category A, B and C Data to be used or developed under the proposal if selected and a designation of the license rights being asserted thereof. This list shall be supplemented by the Consortium Member and forwarded to the Government by the CAO. Following mutual agreement of the parties on the initial and any supplemental listing of Category A, B and C Data and the identified rights thereof or, the AO will incorporate the list into the award document by written notification.

Following issuance of a TDL and subsequent Consortium issuance of Project Agreement to the Government selected Consortium member entity(ies) (the Project Agreement Awardee), the consortium on behalf of the Project Agreement Awardee shall update the list to identify any additional, previously unidentified, data if such data will be used or generated in the performance of the work. Rights in such Data shall be as established under the terms of this Agreement, unless otherwise asserted in a supplemental listing and agreed to by the Government.

D. Marking of Data

Except for Data delivered with unlimited rights, Data to be delivered under this Agreement subject to restrictions on use, duplication or disclosure shall be marked with the following legend:

Use, duplication, or disclosure is subject to the restrictions as stated in the Agreement between the U.S. Government and the Systems of Systems Security, Agreement No. *W15QKN-10-9-0007*, Project YYYYY and the System of Systems in Security Consortium Project Agreement with _____ [insert name of company] No. _____.

It is not anticipated that any Category A Data will be delivered to the Government under this Agreement.

In the event commercial computer software and Data is licensed under a commercial computer software license under this OTA, a Special License rights marking legend shall be used as agreed to by the parties.

Category A, B and C Data delivered to the Government shall be marked either Limited, Government Purpose/Special License or Unlimited rights using the legends and marking procedures identified in DFARS 252.227-7013(f) (Nov 1995), DFARS 252.227-7014(f) (Jun 1995) and DFARS 252.227-7018 (Jun 1995). The Special License Rights marking legend shall be used for Data being provided with Government Purpose Rights established under this OTA because of the special provisions relating to the duration of the license. It is not anticipated that any Category A Data will be delivered to the Government under this Agreement. The Government shall have unlimited rights in all unmarked Data.

E. Copyright

The Consortium on behalf of its Project Agreement Awardees reserve the right to protect by copyright original works developed under this Agreement. All such copyrights will be in the name of the individual Project Agreement Awardee. The Consortium Member Project Agreement Awardee hereby grants to the U.S. Government 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 governmental 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 with the written permission of the Copyright holder.

Except the copyrighted Data that existed or was produced outside of this Agreement and is unpublished - having only been provided under licensing agreement with restrictions on its use and disclosure - and is provided under this Agreement shall be marked as unpublished copyright in addition to the appropriate license rights legend restricting its use, and treated in accordance with such license rights legend markings restricting its use.

The Consortium Project Agreement Awardee are responsible for affixing appropriate markings indicating the rights of the Government on all data and technical delivered under this Agreement.

The Government agrees not to remove any copyright notices placed on Data and to include such notices on all reproductions of the Data.

F. Data First Produced by the Government:

As to Data first produced by the Government in carrying out the Government's responsibilities under this OTA and which Data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if obtained from the Consortium, and any Consortium Member entity or Project Agreement Awardee, such Data will, to the extent permitted by law, be appropriately marked with a suitable notice or legend and maintained in confidence by the Consortium and any Consortium Member entity or Project Agreement Awardee 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 by the Consortium or any Consortium Member or subcontractor (under suitable protective conditions) by or on behalf of the Government for Government purposes only.

G. Prior Technology

(1) Prior Technology. In the event it is necessary for the Government to furnish the Consortium or any Consortium Member Entity or Project Agreement Awardee, including their respective employees or their subcontractors of any tier, 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 only for the purpose of carrying out their responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of non-disclosure agreements by Consortium (their Project Agreement Awardee(s), Project Agreement Awardee(s) subcontractors of any tier and their respective employees) to whom such data is provided for use under this OTA. Upon completion of activities under this Agreement, such Data will be disposed of as requested by the Government.

(2) Consortium and Consortium Member Prior Technology. In the event it is necessary for the Consortium Member Entity or Project Agreement Awardee to furnish the Government with Data which existed prior to, or was produced outside of this Agreement, and such Data embodies 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 Government and such Government contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of non disclosure Agreements by such Government contractors or contract employees. Neither the Consortium nor any Consortium Member shall be obligated to provide data that existed prior to, or was developed outside of this Agreement to the Government. Upon completion of activities under this Agreement, such data will be disposed of as requested by the Consortium on behalf of itself or its member entities, or Project Agreement Awardee(s).

(3) Oral and Visual Information. If information which the Consortium (including the Consortium Member entities, Project Agreement Awardee, their subcontractors of any tier and their respective employees)

considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is disclosed orally or visually to the Government, 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 Government within thirty (30) calendar days after such oral or visual disclosure, or the Government shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information.

(4) Disclaimer of Liability: Notwithstanding the above, the Government 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 this Article; nor

(b) Information contained in any Data for which disclosure and use is restricted under Article VIII, "Confidential Information", above, if such information is or becomes generally known without breach of the above, is known to or is generated by the Government 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 or any Consortium Member has furnished, or is required to furnish to the Government without restriction on disclosure and use.

(5) Marking of Data: Any Data delivered under this Agreement shall be marked with a suitable notice or legend.

H. Notwithstanding the Paragraphs in this Article, differing rights in data may be negotiated among the parties to each individual project on a case-by-case basis.

I. Lower Tier Agreements

The Consortium shall include this Article, suitably modified to identify the parties, in all subcontracts or lower tier agreements, regardless of tier, or experimental, developmental, or research work.

J. Survival Rights

Provisions of this Article shall survive termination of this Agreement under Article II.

ARTICLE XII: FOREIGN ACCESS TO TECHNOLOGY

This article XII shall remain in effect in accordance with the regulations cited herein during the term of the OTA and the project agreements issued under this OTA.

A. Definitions

"Foreign Persons" means a natural person who is not a lawful permanent resident as defined by 8 U.S.C 1101(a)(20) or who is not a lawful permanent resident as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign government (e.g. diplomatic missions).

"Know-How" means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

"Technology" means discoveries, innovations, know-how, and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, and copyrights developed under this Agreement.

B. General

The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR Part 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR Part 770 et seq.)

C. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

1) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs C(b), C(c), and C(d) below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of Technology. Transfers do not include:

(a) sales of products or components, or

(b) licenses of software or documentation related to sales of products or components, or

(c) transfer to foreign subsidiaries of the Consortium member entities for purposes related to this Agreement, or

(d) transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.

(e) releases pursuant to Article IX hereof ("Publication and Academic Rights")

2) The Consortium shall provide timely notice to the Government of any proposed transfers from Project Agreement Awardee(s) of Technology developed under this Agreement to Foreign Firms or Institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the Consortium, its Project Agreement Awardee(s), and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the Project Agreement Awardee(s).

3) In any event, the Consortium shall provide written notice to the Government AOR and AO of any proposed transfer by a Project Agreement Awardee to a foreign firm or institution at least sixty (60) calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty (30) calendar days of receipt of the Consortium's written notification, the Government AO shall advise the Consortium whether it consents to the proposed transfer. In cases where the Government does not concur or if within sixty (60) calendar days after its receipt the Government has provided no decision, the Consortium may utilize the procedures under Article VII, Disputes. No transfer shall take place until a decision is rendered.

4) In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the Government takes place, the Consortium shall (a) refund to the Government those funds paid under this OTA for the development of the Technology and (b) obtain from the Project

Agreement Awardee and provide to the Government a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the Consortium shall obtain and provide written confirmation of such licenses.

D. Lower Tier Agreements

The Consortium shall include this Article, suitably modified, to identify the Parties, in all Project Agreements or lower tier agreements, regardless of tier, for experimental, developmental, or research work.

E. Export Control

1. Export Compliance.

Each Party agrees to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. app. § 2401-2420. Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Agreement. Accordingly, the Consortium shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations.

2. Flowdown.

The Consortium shall include this Article, suitably modified, to identify all Parties, in all Project Agreements or lower tier agreements. This Article shall, in turn, be included in all sub-tier subcontracts or other forms of lower tier agreements, regardless of tier.

ARTICLE XIII: TITLE AND DISPOSITION OF PROPERTY

A. Definitions

"Property" means any tangible personal property other than property actually consumed during the execution of work under this Agreement.

B. Title to Property

No significant items of property are expected to be acquired under this Agreement by the Consortium. Title to any item of property valued $10,000 or less that is acquired by the Consortium, or a Consortium member entity or Project Agreement Awardee pursuant to a Project Agreement with the Consortium, in performance of the Project issued to the Consortium based on the Government selection of the Consortium member entity's proposal in response to a call for proposals under this OTA shall vest in the Consortium member entity or Project Agreement Awardee upon acquisition with no further obligation of the Parties unless otherwise determined by the AO. Should any item of property with an acquisition value greater than $10,000 be required, the Consortium at the request of the Consortium member entity or Project Agreement Awardee and on behalf of such entity or Project Agreement Awardee obtain prior written approval of the AO. Title to this property shall also vest in the Consortium member entity or Project Agreement Awardee upon acquisition. That Consortium member entity or Project Agreement Awardee shall be responsible for the maintenance, repair, protection, and preservation of all such property at its own expense. Property acquired pursuant to this clause shall not be considered as in exchange for services in performance of the project, but shall be considered a Government contribution to the project.

ARTICLE XIV: CIVIL RIGHTS ACT

This Agreement is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000-d) relating to nondiscrimination in Federally assisted programs. The Consortium, upon executing the Agreement, will assure each Consortium Member has signed an Assurance of Compliance with the nondiscriminatory provisions of the Act. The Parties recognize that since the Consortium has no employees, that compliance is the responsibility of each Consortium Member.

ARTICLE XV: NO SMALL BUSINESS AFFILIATION

The Parties hereby acknowledge that the Consortium has been identified by the Government in order to develop and execute HLD and related technology endeavors involving industry, academia and the Government. Every company in this consortium is independent of the other businesses and entities in the consortium, and there is no affiliation between the Consortium Member within the definition of 13 C.F.R. § 121.103 of the federal small business regulations and no such affiliation is intended either by the formation or implementation of the consortium. Small businesses are merely members with no ownership rights in the Consortium association. The small business' membership in the Consortium will merely provide potential access to certain Project Agreements from the Consortium—in the event the small business' proposal which is submitted by the Consortium in response to a Government call for proposals is evaluated and selected by the Government through a competitive process, the Consortium shall that point enter into a subcontract with the small business for that Government-selected work. The Government shall designate and provide a Technical Manager to oversee the technical work performed by the Consortium member(s) whose proposals were selected by the Government for each project agreement issued under this OTA.

ARTICLE XVI: ANTITRUST

In the CMA, members agree to comply with all applicable U.S. laws, including U.S. antitrust laws. The Consortium's initial CAO, SOSSEC, Inc., is recognized under the National Cooperative Research and Production Act of 1993 and the Consortium will be similarly filing under the Act.

ARTICLE XVII: ASSIGNMENT OF AGENCY

A. Assignment. Neither this AGREEMENT nor any rights or obligations of any party hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other party except that the Consortium may assign this AGREEMENT to the successors or assignees of a substantial portion of the Consortium's business interests to which this AGREEMENT directly pertains.

B. The parties recognize that SOSSEC, Inc. has been appointed as agent of the System of Systems in Security Consortium, to execute the OTA and execute and administer awards and project agreements under this OTA. SOSSEC Inc.'s CAGE Code, DUNS number and CCR registration are being used for issuance and execution of this OTA. Accordingly, the parties agree that in the event the System of Systems in Security Consortium votes to change its agent, the OTA can be modified to provide for such change in agency, CAGE Code DUNS number and CCR registration, with the approval of the Government, which approval shall not be unreasonably withheld.

ARTICLE XVIII: EXCLUDED STATUTES

The parties understand and agree that this Agreement as well as any Project Agreements pursuant to this OTA are not subject to the Competition in Contracting Act, the Contract Disputes Act, and the GAO Procurement Protest System.

ARTICLE XIX: ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of this Agreement and language set forth in the Consortium's Consortium Member Agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) the Agreement; (2) Attachments to the Agreement; (3) The project agreement documentation (including but not limited to the TDL and the Consortium Member entity proposal selected for funding by the Government); (4) System of Systems in Security Consortium, Consortium Member Agreement

ARTICLE XX: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous Agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement may be revised only by written consent of the CAO and the U.S. Army Contracting Command, JM&L Contracting Center AO designated in this OTA.

ATTACHMENT I
STATEMENT OF WORK

Annual Support tasks required under the Agreement, as applied to Government Fiscal Years 2010 – 2015.

Segment I. Technology and Research Committee Support

The Consortium will support the Technology and Research Committee in its mission to assess proposed technologies for criticality, technology maturity, and technology development/maturation risk by soliciting, organizing, and submitting for Technology and Research Committee consideration fully completed data sheets (voluntarily prepared by Consortium Members at their own cost and risk) that describe non-proprietary, non-confidential technology concepts or ideas. Fully completed data sheets will include:

- The proposed technology to be further developed
- The technology applicability to HLD and related technology mission areas and component tasks
- Technical objectives, a general estimate of required funding, and an estimated major milestone schedule
- A self-assessment of the technology maturation in accordance with defined Technology Readiness Levels
- A self-assessment of the criticality of the technology to achieving a solution to the applicable capability/component tasks in accordance with defined criticality metrics
- A self-assessment of the risk associated with maturing the technology according to defined maturation risk metrics
- Additional data items as indicated in the technology data sheet format

The Consortium membership will elect individuals from Consortium member companies and organizations to serve as Industry representatives on the Technology and Research Committee along with representatives from Government laboratories. The Industry representatives will:

1. Help facilitate the presentation and review of the Consortium members' data sheets to Technology and Research Committee personnel, including describing the technologies and rationale behind the self-assessments and answering any questions.
2. Together with their Government counter-parts, evaluate all submitted technology data sheets and concepts, including those separately submitted by the Government laboratories, and provide any additional insights that may impact the submitted assessments associated with mapping to capability areas, criticality, technology readiness level, risk, etc.

The Technology Selection Process is initiated during the 4th quarter of the Government Fiscal Year 10. The Technical Selection Process will be initiated during the 1st quarter of the Government Fiscal Year for all subsequent years. An updated list of HLD and related technology mission areas is provided at this time and serves as the focus for developmental efforts for the following Government Fiscal Year. The Consortium will submit the proposed technologies, including the self-assessments, to the Technology and Research Committee working groups in the format described above. Technologies will be assigned the criticality rating based on how critical that technology is to providing a Homeland Defense and related technology capability to address that need. The Consortium representatives on the Technology and Research Committee will be prepared to answer as best they can any additional questions asked by the Government representatives on the Technology and Research Committee.

The Consortium representatives on the Technology and Research Committee will also provide comments on technology proposals developed internal to the Government to include informing the Government as to any additional insights that may impact the submitted assessments associated with mapping to capability areas, criticality, technology readiness level, risk, etc.

Government and Industry submitted concepts that have been evaluated by the Technology and Research Committee are merged to produce a consolidated technology portfolio. This consolidated plan will be forwarded to the ARDEC HLD Center and, as necessary, ARDEC leadership for further review and prioritization. Based solely on this subsequent determination by Government personnel, selected research areas shall be selected for calls for proposals.

Level of Effort:

- Devise the process and procedures to solicit technology concept submissions from SOSSEC Consortium members and provide training to Members on such processes and procedures
- Solicit, collect, process, and organize Member responses for submission to the Government
- Training and orientation of SOSSEC Consortium-elected representatives on Technology and Research Committee processes and procedures
- Participate in the Technology and Research Committee proceedings
    a. Facilitating the presentation and review of the Consortium members' data sheets to Technology and Research Committee personnel, including describing the technologies and rationale behind the self-assessments and answering any questions.
    b. Review and comment on the fully assembled spreadsheet that captures data sheets from each working group inclusive of both Consortium and Government generated technology submits

Segment II. Selection, Funding and Performance of Projects.

Once the Government identifies those technology concepts it seeks to pursue under the OTA, the Government shall issue calls for proposals to the CAO, as agent of the Consortium, for each research area to be funded. The CAO as agent of the Consortium shall distribute the calls for proposals to the Consortium Members. Each Consortium Member shall then determine whether to submit any proprietary proposals individually or in conjunction with one or more other Consortium Members under the terms and conditions of separate teaming agreements to which the Consortium is not a party.

The CAO, under the oversight of the Board of Directors, will review proposals for completeness and conformity with format requirements laid out in the call for proposals. The CAO will forward all Consortium Member proposals to the Government for its evaluation and competitive selection process. The CAO shall be responsible for performing a cost/price analysis to determine that the cost/price proposal is fair and reasonable. The Government shall select the proposals it will fund. The Government will define specific execution details (to include a project SOW, any unique or tailored terms and conditions, and terms for payment) in a Technical Direction Letter that will be issued to the CAO. The CAO shall enter into Project Agreements for the work selected by the Government for funding with the Consortium Members whose proposals have been selected by the Government. The CAO, acting as agent of the Consortium, shall be responsible for the Project Agreement administration of the work funded, while the Government-designated Technical Manager shall be responsible for technical management of each project funded, overseeing performance of the Project Agreement Awardees under the Project Agreement, and reviewing and approving deliverables and milestone payments.

Segment III. Annual Project Review of Performance under Consortium Project Agreements.

In addition to participating in the Technology and Research Committee planning and assessment process, the Consortium will support an annual review of the performance of all Consortium Projects under this OTA. The review will consist of a brief status report of the performance of each project the Consortium is executing in that given year. The review will also address the aggregate performance under the OTA such as percentage of projects on schedule and within budget as well as those that have deviated from planned schedules and costs. The review will also address the metrics as identified in this Agreement at Attachment II, as well as any potential additional use of the OTA by the Services and other Government organizations directly for their internally funded efforts.

ATTACHMENT II
REPORT REQUIREMENTS

SOSSEC Consortium Metrics

Does the Consortium engage a sufficiently broad segment of the innovators, developers, suppliers and integrators within the HLD and related technology industry?

- % traditional defense companies
- % small companies
- % non-traditional companies
- % academic research institutions
-% 2nd & 3rd tier suppliers

How is business distributed among Consortium members? Are small and non-traditional companies successful in winning DoD HLD and related technology business?

- $ value awarded to small companies
- $ value awarded to non-traditional companies
- $ value awarded to academic research institutions
- Number of partnering activities within Consortium members to execute task awards
- Number of tasks executed solely by small companies
- Number of tasks executed solely by non-traditional companies
- Number of tasks executed solely by academic research institutions
- Number of new small and non-traditional companies joining the Consortium after initial start up and on an annual basis due to perceived value to them

Is the Consortium providing greater insights into and awareness of HLD and related technologies emerging from the private sector?

- Number of technologies proposed by Consortium members that were approved by Government for future investment
- $ value awarded to Consortium members for technologies proposed via Consortium input

Is the Consortium managed in a manner perceived as “fair” by Consortium members such that “full and open” competition is realized?

- Do Consortium members perceive their proposals were evaluated fairly by government personnel and process such that award meets fair and open competition obligations?

ATTACHMENT III
SCHEDULE OF PAYMENTS AND PAYABLE MILESTONES

Payments and Payable Milestones to be determined on a per project basis.

EXHIBIT 1

The System of Systems in Security Consortium
(Current as of 2010)

Abacus Technology Corp.
5454 Wisconsin Avenue, Suite 1100
Chevy, Chase, MD 20815

Argon ST
12701 Fair Lakes Circle
Suite 800
Fairfax, VA 22033

The Blackfield Group
129 Stoneleigh Drive
East Stroudsburg, PA 18301

BSEC Planning Corp
35 New England Business Center Dr
Suite 220
Andover, MA 01810

CACI
749 Hope Road
Eatontown, NJ 07724

Concurrent Technology Corp.
100 CTC Drive
Johnstown, PA 15904

Charles F. Day & Associates LLC
131 W. 3rd Street, Suite M01
Davenport, IA 52801

DDN Incorporated
P.O. Box 190
Danville, NH 03819

ePortation
401 South Second Street, Suite 305
Philadelphia, PA 19147

FirTH Alliance LLC
5904 Mount Eagle Drive, #1608
Alexandria, VA 22303-2542

Homeland Tech LLC
407 Plum Street, SW
Vienna, VA 22180

IUP Research Institute
43 South 9th Street
Indiana, PA 15765

Instaknow.com, Inc.
1001 Durham Ave., Suite 201
South Plainfield, NJ 07080

Interoperability Clearinghouse (ICH)
904 Clifton Drive
Alexandria, VA 22308

L. Robert Kimball & Associates, Inc.
615 W. Highland Avenue
Ebensburg, PA 15931

MATRIC
P.O Box 8396
South Charleston, WV 25303

Monmouth University
Rapid Response Institute
400 Cedar Ave.-The Link
West Long Branch, NJ 07764-1898

MountainTop Technologies
1 Pasquerilla Plaza, Suite 140
Johnstown, PA 15901

NLP Research & Recognition Project
145 East 2nd Street
Corning, NY 14830

Raptor Detection, Inc.
6996 Columbia Gateway Drive, Suite 104
Columbia, MD 21046

ROSETech Solutions
12908 Royal George Ave
Odessa, FL 33556-5709

Rutgers University
The Center for Information Management
180 University Avenue
Newark, NJ 07102

Serco Inc.
1818 Library Street
Reston, VA 20190

Specialty Systems, Inc.
1451 Route 37 West
Toms River, NJ 08755

Synergist Technology Group, Inc.
200A Main Street
Peckville, PA 18452

3VR Security, Inc.
475 Brannan Street, Suite 430
San Francisco, CA 94107

United First Responders
1040 Eberly Way, Suite 100
Lemont Furnace, PA 15456-1010

Vidient Systems, Inc.
532 E. Weddell Drive
Suite 1
Sunnyvale, CA 94089

Wise Web Connections
3159 Schrader Road
Dover, NJ 07801