This agreement is entered into this **DATE**, by the United States of America (the "Government") represented by **NAME**, the Agreements Officer, and **OFFEROR,** a corporation organized and existing under the laws of the State of **STATE** (the "CM").

Naval Surface Warfare Center

Panama City Division

Seabed-Subsea, Littoral, Asymmetric-Autonomous,
Mining and Mine Hunting, Expeditionary, Robotic
($SLAM_2ER$)

Consortium Manager (CM) **Base Agreement**

Other Transaction Authority under 10 U.S.C. § 4021 and 10 U.S.C. § 4022

between

Naval Surface Warfare Center, Panama City (NSWC-PCD)
110 Vernon Ave
Panama City, FL. 32407

And

OFFEROR

Agreement Term: The term of this Agreement is not to exceed ten years (One Base of 4 years and two Options of three years each) from the date of award.

This Agreement is entered into between the Department of the Navy, hereinafter called the Government, represented by NSWC-PCD, and **OFFEROR** pursuant to and under U.S. Federal law.

1. Parties

The parties to this Agreement are the Naval Surface Warfare Center, Panama City Division (NSWC-PCD or Government) and each member of the Consortium, as represented by **OFFEROR**, further referred to as the CM, Consortium Manager or Consortium Director.

2. Severability

If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision, unless applying such remaining portions would frustrate the purpose of this Agreement.

3. Order of Precedence

The order of precedence is as follows:

(i) Research and /or Prototype Project Agreements (RPA/PPA) executed under this Agreement and

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any attachments to the RPA/PPAs

(ii) This Agreement and any attachments to the Agreement.

4. Scope

The Government will only issue research and or prototype projects to a consortium member determined to be within the scope of the Technical Areas of this Agreement. Projects awarded to consortium members under this Agreement will also comply with all the requirements of the respective authority 10 U.S.C. § 4021 (for RPAs) and 10 U.S.C. § 4022 (PPAs). Research, Prototype Projects and follow on production efforts awarded under this Agreement are subject to the terms and conditions of this Agreement.

As authorized under 10 U.S.C § 4001, and in accordance with the scope and terms of this Agreement, the Government may solicit and enter into –

- Other Transactions for Research (10 U.S. Code § 4021) to carry out basic, applied, and advanced research projects
- Other Transactions for Prototypes (10 U.S. Code § 4022) directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the DoW, or to improvement of platforms, systems, components, or materials in use by the armed forces; and
- Follow-On Production (10 U.S. Code § 4022(f)) efforts, originating from a prototype transaction, may provide for the award of a follow-on production contract or transaction (with the participants of the originating prototype transaction) provided certain criteria are met. Mandatory conditions include publicizing the potential follow-on effort within the originating transaction's solicitation; the use of competitive procedures for the selection of parties for the prototype transaction, and; successful completion of the prototype project by the participants of the transaction.

(a) Successful completion for a specific capability may occur prior to the conclusion of the project to allow the Government to transition that aspect of the prototype project into production while other aspects of the prototype project have yet to be completed.

(b) Award of a follow-on production contract or transaction is not contingent upon the successful completion of all activities within a consortium as a condition for an award for follow-on production of a successfully completed prototype or prototype subproject within that consortium.

(c) The terms, conditions, and guidance contained herein, although segregated by authority (where applicable), are not intended to diminish the Government's ability to employ multiple authorities within the same project, where permissible by law and in the best interest of the Government.)

(d) The Government reserves the right to modify the Technology Areas (Article 9) encompassed within the Agreement's scope as described in this Article, in any reasonable manner, to ensure in-scope mission needs are met.

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(e) Throughout the period of performance of any project order, the Agreements Officer, CM, and AOR will actively monitor all projects to ensure compliance with applicable statutory requirements. Any project that is found to be non-compliant with the associated statute will become compliant or otherwise remedied (e.g., termination).

5. Definitions

"Agreement" means the body of this Agreement and its Attachments, which are expressly incorporated in and made a part of the Agreement.

"Agreements Officer (AO)" means an individual with authority to enter into, administer, or terminate this Agreement or any Project Agreements executed under this Agreement. Individuals must be granted specific authority (via modification) to award projects under this Base Agreement.

"Agreements Officer's Representative (AOR)" means an individual designated and authorized in writing by the Agreements Officer to perform specific technical or administrative functions on behalf of the Government. At the Government's discretion, multiple AORs may be designated in writing at either the Agreement level or on a per-project basis.

"Cost Sharing" means cash or in-kind resources expended during a Project Agreement by the Consortium Member or lower tier Sub-contractors that are necessary and reasonable for accomplishment of the project.

"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 databases 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 provides instructions for using the software.

"Covered Government support Contractor" means a Contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the Contractor—

(i) Is not affiliated with the prime Consortium Manager (CM)/RPA/PPA Contractor or a on the program or effort, or with any direct competitor of such prime Contractor or any such first-tier Sub-contractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to Technical Data or Computer Software for performance of a Government contract that contains the clause at DoW Federal Acquisition Regulation

Supplement (DFARS) 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

"Consortium" means the SLAM$_2$ER - Seabed-Subsea, Littoral, Asymmetric-Autonomous, Mining and Mine Hunting, Expeditionary, Robotic Consortium is composed of traditional and non-traditional Contractors, as well as academia and non-profits that is legally bound to operate in accordance with a Consortium Membership Agreement.

"Consortium Manager (CM)" is the organization managing the SLAM$_2$ER to execute and administer the efforts under this Agreement. The CM is prohibited from performing research and prototype projects under this Agreement.

"Consortium Membership Agreement (CMA)" means the Agreement governing the rights and obligations of the Consortium member entities.

"Data," means recorded information, regardless of form or method of recording, which includes but is not limited to, Technical Data, computer software, Computer Software Documentation, and mask works. The term does not include financial, administrative, cost, pricing or management information and does not include subject inventions.

"DoW Component" includes the following: OSD; the Chairman, Joint Chiefs of Staff and the Joint Staff; the DoW Inspector General; the Military Departments including the Coast Guard when assigned to the Department of the Navy; the Defense Agencies; DoW Field Activities; the Combatant Commands; Washington Headquarters Services (WHS), the Uniformed Services University of the Health Sciences (USUHS), and all non-appropriated fund instrumentalities.

"Freight on Board (FOB) Destination" means seller will incur the delivery expense to get the goods to the destination. With terms of FOB destination, the title to the goods usually passes from the seller to the buyer at the destination.

"Form, fit and function data" means 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" means the United States of America, as represented by an Agreements Officer.

"Government purpose" means any activity in which the United States Government is a party, including cooperative Agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign Governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

Within a specific, agreed-upon timeframe "Government Purpose Rights" ("GPR") may evolve into "Unlimited Rights" (as defined later in this section). GPR means the rights to:

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(a) Use, modify, reproduce, release, perform, display, or disclose data within the Government without restriction; and

(b) Release or disclose data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States Government purposes.

"Invention," as used in this Agreement, means any innovation or discovery that is or may be patentable or otherwise protectable under title 35 of the United States Code (U.S.C.).

"Limited Rights" means the rights to use, modify, reproduce, release, perform, display, or disclose data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the data outside the Government, use the data for manufacture, or authorize the data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if-

(i) The reproduction, release, disclosure, or use is-

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to-

(1) A Covered Government Support Contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, release or disclosure to a person authorized to receive Limited Rights data; or

(2) A foreign Government, of data other than detailed manufacturing or process data, when use of such data by the foreign Government is in the interest of the Government and is required for evaluation or informational purposes;

(ii) The recipient of the data is subject to a prohibition on the further reproduction, release, disclosure, or use of the data; and

(iii) The Consortium Member awarded the Research Project Agreement/Prototype Project Agreement (RPA/PPA) or sub-agreement holder asserting the restriction is notified of such reproduction, release, disclosure, or use.

"Made," as used in this Agreement in relation to any Invention, means the conception or first actual reduction to practice of such Invention.

"Non-traditional Defense Contractor" means, per 10 U.S.C. §3014 and 10 U.S.C.4022(e)(2)), "an entity that is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by DoW for the procurement or transaction, any contract or subcontract for DoW that is subject to full coverage under the cost accounting standards prescribed pursuant to 41 U.S.C. § 1502 and the regulations implementing such section."

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“Program Manager” or “PM” is the Government point of contact who will oversee the direction and scope of this Agreement.

“Property” means any tangible personal property other than property actually consumed during the execution of work under this Agreement. For purposes of this Agreement, “property” does not include the deliverable prototype under any RPA/PPA.

“Prototype” means a physical or virtual model used to evaluate the technical or manufacturing feasibility or military utility of a technology, process, concept, end item, or system.

“Prototype Project” means a research activity proposed by the prototype-level performer and selected by the Government for a Prototype Award under this Agreement.

“Prototype Project Agreement” or “RPA/PPA” means any individual OTA prototype project awarded to Consortium Members through orders placed in accordance with this Agreement

“Practical application” as used in this Agreement, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the Invention, software, or related data is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public or to the Government on reasonable terms.

“Research Project” means basic, applied, or advanced research activity proposed by the research-level performer and selected by the Government for a Research Award under this Agreement.

“Research Project Agreement” or “RPA” means any individual OTA prototype project awarded to Consortium Members through orders placed in accordance with this Agreement.

“Sub-agreement” means any agreement or contract executed between a Consortium Member and another entity in performance of a Project Agreement.

“Sub-agreement Holder” means a business or person that enters into an agreement or contract to carry out work for another entity in performance of a Project Agreement.

“Subject Invention” means those inventions conceived or first actually reduced to practice under
this Agreement.

“System for Award Management (SAM)” means the Federal repository into which an entity must provide information required for the conduct of business as a Consortium. Additional information about registration procedures may be found at the SAM Internet site (http://www.sam.gov).

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"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 agreement administration, such as financial and/or management information.

"The Parties" means the Consortium, represented by the CM, - and the Government.

"Unlimited rights," means rights to use, modify, reproduce, perform, display, release, or disclose Data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so, for an unlimited time. As defined above, "Unlimited Rights" may evolve from "GPR" after a specified, agreed-upon date, however, "Unlimited Rights" may also be directly conferred by agreement.

6. Agreement Duration

(a) The duration for this Agreement is as follows:

0001 – Base agreement - 48 months after Date of Agreement to **DATE**
0002 – Option I Period - 36 months after end of Base duration
0003 – Option II Period - 36 months after Option I Period ends

(b) The Government may extend the term of this Agreement by written notice to the Consortium, through the CM, for the option periods specified.

(c) The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed 120 months.

(d) Any research/prototype project issued during the duration for this Agreement and not completed within that period shall be completed by the Consortium member within the time specified in the RPA/PPA.

7. Consortium Administration

(a) The consortium lead company or the CM, must be fully registered for all awards as a prime awardee. The prime awardee should use its Unique Entity Identifier (UEI) from SAM (https://sam.gov). Each CM participant that is directly awarded an agreement by the Government or that receives funding for a project from a CM must obtain a UEI from SAM and provide it to the Government for reporting. CM participants that are separately and already registered in SAM should use the UEI assigned to that registration. CM participants that are not separately registered in SAM should request a UEI be established at the SAM website (https://sam.gov) without the need for a complete registration. Note that if the consortium participant needs a Commercial and Government Entity (CAGE) code to be assigned to process Government Furnished Property transfers or have facility clearances accomplished, a full SAM registration is required.

(b) The Government and the Consortium, through the CM, are bound to each other by a duty of good faith and best effort to achieve the objectives of this Agreement. This

DRAFT

Agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization.

(c) The CM shall establish an Agreement and operate in accordance with its terms and conditions.

(d) In accordance with the Consortium's CM Agreement, or any other administration agreement between the CM, its members, and its CM of record, the CM will act on behalf of the Consortium in executing this Agreement, and any future modifications to it. All financial transactions between the Government and the CM, including payment, will be made via the CM. The CM will subsequently disburse funds to the RPA/PPA recipient.

(e) The CM shall accomplish the overall management, including reporting, financial and administrative matters, of the coordinated program established under this Agreement. The CM shall be responsible for the overall day-to-day management of Government-selected projects and all projects issued to the CM under this Agreement. The CM shall also be responsible for resolving performance issues that occur during performance of this Agreement.

(f) If changes are made to the CM Agreement that substantially alter the relationship of the SLAM$_2$ER (e.g., any restriction of access to prospective project participants (either current or prospective consortium members)), the CM shall notify the Agreements Officer that a substantial change has occurred and provide a copy of the CM Agreement for review and concurrence.

8. Appropriate Use of Other Transaction Authority

(a) This Agreement is executed in accordance with the authority provided in both 10 U.S.C. § 4021 and 10 U.S.C. § 4022. Each Project Agreement must also be supported by a determination and findings as required by the applicable authority.

(b) All competitively awarded prototype projects may lead to single or multiple award follow-on projects for production efforts and executed under this Agreement in accordance with 10 U.S.C. § 4022.

(c) Throughout the period of performance of any Project Agreement, the Agreements Officer, CM, and AOR will actively monitor all projects to ensure compliance with applicable statutory requirements. Any Consortium Member whose Project Agreement is found to be non-compliant with the applicable statute must become compliant. Failure by any Consortium Member to comply may result in termination of the Project Agreement and removal of the Consortium Member from consideration for future Project Agreements.

9. Technology Areas

(a) Technology Areas covered under this Agreement are as follows:

i. Command, Control, Computing, Communications, Cyber, Intelligence,

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Surveillance, and Reconnaissance (C5ISRT) - Research, development, and advanced demonstration of technologies forming the backbone of modern military operations. Key efforts include:

- Infrastructure and Software: Developing generic databases, secure networks, advanced software engineering practices, and telecommunications. This includes information exchange standards, identity and privilege management, cloud security, and both hardware and software for new computing paradigms.
- Information Dominance: Enhancing battlespace awareness through resilient, high-data-rate communications, including mesh networks and cloud-based architectures, to ensure a common operating picture and defend against cyber threats.
- Advanced Computing and Software: Researching tools and techniques for the entire system lifecycle, including formal verification, algorithmic design, high-availability computing, compiler technologies, software assurance, and automated code generation. This includes hardware and software architecture and design, formal verification tools and techniques, algorithmic development and design, , networking tools and the necessary hardware and software to improve the state of the art in the field of computation and advanced computing, automated containerization of applications and developer tools, fusion of identity management across heterogeneous platforms and automated file based access encryption technologies.

ii. Robotic and Autonomous Systems (RAS) and Counter Robotic and Autonomous Systems (CRAS) - Research, development, and demonstration of robotic and autonomous systems across all domains (Space, Air, Surface, Ground, Underwater). Key efforts include:

- System and Payload Development: Research, development, test, and evaluation (RDT&E) of RAS and CRAS platforms and their integrated payloads, such as sensors, onboard computing, weapons, and deployment mechanisms.
- Advanced Control and Collaboration: Developing advanced control methods for individual systems and sub-systems to allow massive scalability for multi-RAS and CRAS "swarms" for both offensive and defensive missions.
- RAS and CRAS and Security: Engineering systems to test, train, integrate, and operate RAS and CRAS capabilities and ensure the security of unmanned platforms.
- Deployment Systems: Prototyping and manufacturing of RAS and CRAS deployment and recovery systems, including environmental mitigation, control electronics, and modular designs.

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iii. Cyber and Cybersecurity - Research, development, demonstration, test and evaluation of tools, techniques, procedures and processes that expand the state-of-the-art in cyber warfare, system security, and cyber engineering throughout the system lifecycle. Key efforts include:

- Offensive and Defensive Cyber: Developing advanced applications, tools, and technologies for vulnerability and adversarial assessments (e.g., red teaming), and implementing policy-as-code.
- System Security Engineering: RDT&E technologies such as anti-tamper, supply chain risk management (SCRM), and security from the microcode to the application layer.
- Platform-Specific Cybersecurity: Ensuring compliance with DoW standards for high-speed connector platforms and investigating novel cybersecurity methods.

iv. Materials and Advanced Manufacturing - Research, development, and application of advanced materials and manufacturing processes to enhance the performance, reliability, and availability of military systems. Key areas of interest include:

- Advanced Materials: Developing materials for terrestrial, marine, and undersea applications that are lighter, stronger, and more resistant to corrosion and failure. This includes finding alternative or surrogate materials that improve the performance and reliability for those with supply chain trust issues.
- Advanced Manufacturing: Exploiting processes like additive manufacturing and robotics for the fabrication of prototype hardware. This includes material science research to enable new materials for these advanced manufacturing technologies.
- Design for Manufacturing: Improving system designs for ease and cost-effectiveness, utilizing third-party Technical Data Packages or developed Technical Data Packages in long-term, production-level manufacturing, including supply chain analysis and cost reduction.
- Revitalization and Remanufacturing: Developing new methods for machinery revitalization, including inspection, cleaning, restoration, and upgrades to improve functionality and usability.

v. Modeling, Simulation, and Test & Evaluation - Research, development, demonstration, test and evaluation of technical capabilities from initial requirements through production by developing virtual prototypes and establishing robust testing standards. Key areas include:

- Modeling and Simulation (M&S): RDT&E of virtual prototypes to support component, system, and mission-level analysis, including hardware-in-the-loop, virtual/augmented reality, and simulations for weapon systems, supply chain risk, and cyber vulnerability.
- Test and Evaluation (T&E): Establishing new technology qualification standards to reduce development time and cost. This

DRAFT

includes infrastructure and personnel to support T&E for Mine Warfare, Expeditionary Warfare, and other mission areas, as well as developing dynamic adversarial threats for realistic testing.

- Hydrospace Testing: RDT&E of systems designed for extreme environments, including hyperbaric/hypobaric conditions, extreme temperatures, and high pressure to ensure resilience. This includes unmanned life support testing, hyperbaric and hypobaric environment testing, extreme temperature testing, helium intrusion/soak, and internal/external pressure testing.

vi. Warfare and Mission Areas - Research, development, demonstration, test and evaluation of technologies and systems for specific warfighting domains. Key areas include:

- Subsea and Seabed Warfare (SSW): Developing capabilities for underwater surveillance, counter-SSW, and ensuring access or denial to the maritime battlespace. This includes advanced sensors, payloads, and systems for detecting, classifying, and neutralizing threats in deep-water environments.
- Expeditionary Warfare: RDT&E of technologies for expeditionary and littoral mission systems, including Power and Energy systems, mobility, Weapons, C5ISRT components, ISR, and RAS/CRAS.
- Maneuver Warfare: RDT&E of technologies that support rapid, flexible, and opportunistic maneuvers to disrupt an adversary's cohesion, manipulate their situational awareness, and deliver kinetic and non-kinetic effects.
- Mine Warfare (MIW) and Explosive Ordnance Disposal (EOD): RDT&E enhancing MIW and EOD capabilities with advanced sensors and payloads to detect, classify, identify, and neutralize threats. This also includes technology for battle damage assessment.
- Asymmetric Warfare: Rapidly develop and field systems to counter non-traditional or numerically superior threats. By combining scientific knowledge with operational experience, create innovative and cost-effective solutions that allow warfighters to respond effectively to asymmetric threats. This includes developing specialized hardware and software for a range of capabilities, such as unique payloads, advanced countermeasures, scalable weapons, special signals collection, tagging and tracking systems, and forensics.
- Infrastructure Protection and Offshore Energy: Scientific research and technology design, development, prototyping, demonstration, testing, and/or evaluation that addresses the growing importance of protecting infrastructure and offshore energy production. This area addresses the demand of advanced sensing capabilities, sensor products, and payloads that can monitor and secure these assets from underwater threats.

DRAFT

- Spectrum Warfare: RDT&E as well as the demonstration of technologies to control and exploit the electromagnetic spectrum. Key efforts include developing intelligent and networked sensors, high-power radio frequency (RF) systems, and communications that are difficult to intercept. The research also covers RF and infrared countermeasures, advanced optics, and improved methods for assessing and exploiting electronic threats.

vii. Oceanography and Hydrography - Research, development, demonstration, test and evaluation of technologies for the accurate and detailed mapping of the seafloor and water column. Key areas include:

- Advanced Sensors and Payloads: RDT&E of sensors and payloads capable of collecting and analyzing oceanographic and hydrographic data.
- Geographic and Hydrographic Localization: RDT&E of technologies that enable geographic and hydrographic positioning in environments where GPS or other satellite navigation systems are unavailable.

viii. Human Systems Integration (HSI) and Warfighter Performance - Research, development, demonstration, test and evaluation of optimization of the interaction between warfighters and technology to enhance performance, safety, and mission effectiveness. Key efforts include:

- Human-Computer Interaction (HCI): Researching augmented/virtual reality, advanced data visualization, wearable interfaces, and performance monitoring.
- Human-Autonomy Teaming: Designing interfaces and models to improve teamwork between humans and autonomous systems.
- Cognitive and Physical Performance: Developing technologies and methods to enhance human and team cognitive, physical, and behavioral performance, improve training, and optimize environmental conditions.
- AI for Human Performance: Utilizing AI/ML to aid in decision-making, threat detection, mission planning, and creating advanced analysis and design tools.

ix. Logistics and Industrial Operations - Research, development, demonstration, test and evaluation of systems related to military transportation, logistics, and industrial processes. Key efforts include:

- Logistics Platforms: RDT&E of high-speed logistics platforms like Air Cushion Vehicles (ACVs) and wing-in-ground (WIG) effect vehicles, including innovative upgrades and payloads.
- Contested Logistics: RDT&E of capabilities for logistics in contested environments, including manned and unmanned platforms, packaging, and delivery mechanisms.
- Waterfront Industrial Operations: Enhancing the efficiency of

DRAFT

industrial waterfront processes through automation, optimized system design, and improved program management and quality assurance tools.

x. Diving, Life Support, and Force Protection - Research, development, demonstration, test and evaluation of technologies that ensure the safety, security, and effectiveness of personnel in hazardous environments.

- Diving Systems: RDT&E of technologies for safe and effective diving operations, including thermal protection, navigation, underwater communication, propulsion, and diver tools.
- Life Support Systems: RDT&E of breathing loop in life support systems, including rebreathers, gas purification, masks, and sensors for use in undersea, land, and air applications.
- Anti-Terrorism/Force Protection: RDT&E of technologies and systems for anti-terrorism and force protection.
- Damage Control and Firefighting: Improving damage control and firefighting operations through better PPE, automation, and chemical/biological defense equipment.

xi. Platform Design & Survivability (PDS) - Research, development, demonstration, test and evaluation focusing on enhancing the design and survivability of platforms intended for harsh, dynamic, and hostile undersea and coastal environments. The core objective is to ensure these platforms can avoid, defeat, and survive attacks. To achieve this, effort is directed towards three main areas:

- Advanced Tools: Developing better design and engineering tools to support the entire lifecycle of undersea systems, from development to maintenance.
- Efficient Manufacturing: Using advanced manufacturing technologies to enable faster, cheaper, and potentially remote production of these platforms.
- Stealth and Freedom of Operation: Improving the ability of platforms to remain undetected and operate without hindrance in future combat zones.

xii. Undersea Precision Navigation and Timing (UPNT) - RDT&E highly accurate methods for determining position and timing for undersea assets, especially in challenging or hostile environments where traditional systems may fail. The primary goal is to ensure that undersea missions can be conducted with a precise understanding of location, which is critical for their success. The focus is on maturing existing technologies and developing new technology to maintain reliable and high-confidence navigation and timing capabilities.

xiii. Artificial Intelligence and Machine Learning (AI/ML) - RDT&E AI and ML to enhance MIW and SSW capabilities. Key areas include:

- Automated Target Recognition: Using AI to automatically identify mines, subsea targets, and infrastructure from sensor data.

DRAFT

- Threat Analysis and Task Automation: Employing analytics to detect, classify, identify, and neutralize threats by optimizing the use of resources and automating routine tasks for autonomous systems.
- Real-Time Decision Making: Developing autonomous systems that can react to live sensor data in real time.
- Advanced Communication: Using large language models (LLMs) to enable communication with operators over low-bandwidth channels.
- Efficient and Robust AI: Creating AI models that require less training data, can be updated quickly, and operate reliably in complex environments.
- Hardware Solutions: Developing specialized, low-power AI hardware to overcome the size, weight, power, and cost (SWaP-C) limitations of traditional GPUs.

xiv. Corporate Operations - Research, development, and demonstration of new and innovative software and business tools and techniques to support the Government Corporate Operation efforts.

10. Project Process

(a) The Government will seek projects by issuing requests for research and prototype projects to the Consortium, detailing mission needs and research or prototype objectives.

(b) Each request for research and prototype projects will include a description of the objective of the research or prototype project, the funding anticipated for the award, the timeframe and basis for selection, and the post- selection schedule.

(c) The CM shall publicize the request to consortium members and other potential new members with relevant capabilities and technologies to the requested research and prototype projects. Publication shall be to the broadest audience practicable.

(d) Specific instructions for responding to each request for research and prototype projects will be included in the request itself.

(e) The CM shall assist Consortium Members in administrative aspects of preparation and submission of white papers, by providing training.

The Government will perform an evaluation of each submission and may request further proposals based on this evaluation. The Government will identify the basis for evaluation in each request.

(f) These submissions may be written, oral, or both, as specified in each individual request.

(g) The Government will then evaluate submitted proposals based on the identified parameters in the request. At a minimum the Offeror's technical approach and the proposed cost/price will be evaluated. The CM may perform a detailed cost and/or price analysis of the submitted cost/price proposal and will provide the results to the Agreements

DRAFT

(h) Officer. This effort may entail the CM requesting additional information from the Offeror to complete the detailed cost and/or price analysis. The Agreements Officer is responsible for final review of the cost and price analysis to determine whether the Offeror's total evaluated cost/price is fair and reasonable.

(i) Awards may be made for RPAs or PPAs based on these evaluations. In no way does selection of a white paper guarantee award of the related RPA/PPA.

(j) The Government reserves the right to keep submissions for each research and prototype requirement for up to 36 months after submission of the proposal, or any updated proposal. The Government also reserves the right to request updated proposal validity. These proposals may be funded at any time during the 36-month period after the Government has reconfirmed validity of the proposal.

11. Pricing Arrangement for Projects

Research and Prototype projects awarded under the Agreement will be awarded on a fixed price or cost-type basis, depending on the nature of each specific project.

12. Status Reporting

Consortium members executing Research/Prototype Project Agreements issued under this Agreement shall provide status reporting as specified in each RPA/PPA. For the projects that are 120 days or less, the status reports will provide an update towards completion of each milestone or monthly, as applicable. For projects over 120 days, the status reports will be monthly or quarterly, as specified, in the format provided with the RPA/PPA. Upon completion of the project, a final report must be submitted in the format provided with the RPA/PPA to include a recap of the project that may be used for public release purposes.

13. Reporting to FPDS

Research/Prototype projects awarded under this Agreement will be reported by the Government to the Federal Procurement Data System-Next Generation (FPDS-NG), located at https://www.fpds.gov. Note for these purposes an award from a CM or lead company to a consortium participant, where the Government is not making the award, is not an OT and is not tracked in FPDS.

14. Agreements Officer's Representative

The Government will designate an AOR for each project awarded under this Agreement. The designation will be included in each RPA/PPA and will include the extent of the AOR's authority to act on behalf of the Agreements Officer.

(a) Performance of each project is subject to the technical direction of the designated AOR. For the purposes of this clause, technical direction includes the following:

DRAFT

(1) Direction to the Consortium Member awarded a research or prototype project, which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
(2) Guidelines to the Consortium Member that assist in the interpretation of drawings, specifications or technical portions of work description; and
(3) Review and, where required by the research or prototype project, approval of Data to be delivered by the Consortium Member under the research or prototype project.

The AOR shall monitor the Consortium Member awarded a research or prototype project's performance with respect to compliance with the technical requirements of the project.

(b) Technical direction must be within the statement of work included with the research or prototype project. Technical direction may not be used to:

(1) Assign additional work under the project;
(2) Increase or decrease the estimated project cost, fee (if any), or the time required for the project performance;
(3) Change any of the terms, conditions or specifications of the project;
(4) Accept non-conforming work; or
(5) Authorize or make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the Agreement.

As such, no verbal or written request, notice, authorization, direction or order received by the Consortium Member shall be binding upon the Consortium, CM, or Government, or serve as the basis for a change in the RPA/PPA cost or any other provision of the prototype project, unless issued (or confirmed) in writing by the CM.

The Consortium Member awarded a research or prototype project shall immediately notify the CM whenever a verbal or written change notification has been received from anyone other than the CM, which would affect any of the terms, conditions, cost, schedules, etc. of the project, and the Consortium Member is to perform no work or make any changes in response to any such notification or make any claim on the Consortium through its CM or AO, unless the CM, with AO authorization, directs the Consortium Member, in writing, to implement such change notification.

15. Industry Days and Reviews

Annually, the Government, with assistance from the CM, will organize an Industry Day, a collaboration event designed to bring government, academia, and Industry together around mission needs and potential solutions. The Industry Day will be advertised in SAM.gov and through the CM website and other communication channels. The purpose of the Industry Days is to allow the Government to share its mission needs, and consortium members to share their state-of-the art technologies and technical solutions.

For each of the Industry Days, the Government will develop and share a Program Plan in

DRAFT

advance that provides a draft schedule of upcoming projects, including forecasted spending. The Government Program/Technical Manager will prepare the first Program Plan within 45 days of award of this Agreement, which will be presented at the Industry Day.

Additionally, the Government and the CM will establish a schedule of annual technical collaboration meetings, limited to Government and Consortium members who are engaged in active projects to discuss the status, progress, and results of the projects.

The Government may require the CM to provide an annual review of the overall performance of all Project Agreements executed under this Agreement. The review shall consist of a brief status report of the performance of each Project Agreement in that given year, as well as the aggregate performance under this Agreement, including a percentage of projects on schedule and within budget and those that have deviated from planned schedule and cost.

16. Patents

The CM - agrees with--and shall require that each Consortium Member awarded a RPA/PPA here under agrees to be bound by--the following rights and responsibilities with respect to any Subject Invention or Prototype which is the principal objective of a prototype project executed under this Agreement.

(a) Allocation of Principal Rights

(1) The responsible Consortium Member shall retain ownership throughout the world to each Subject Invention consistent with the provisions of this section and 35 U.S.C. § 202, provided the Consortium Member has timely pursued a patent application and maintained any awarded patent and has not notified the Government (in accordance with the subparagraph B below) that the Consortium member does not intend to retain title.

(2) The Consortium Member shall retain ownership throughout the world to background inventions. Any invention related to, conceived of, or first reduced to practice in support of a Consortium Member's internal development milestone shall be a background invention of Consortium Member and shall not be classified as a Subject Invention, provided that an invention conceived of in support of an internal development milestone that is first reduced to practice under this Agreement in support of other than internal development milestones shall be considered a Subject Invention.

(3) The Government is granted a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Subject Invention throughout the world.

(b) Invention Disclosure, Election of Title, and Filing of Patent Application

(1) The Consortium Member shall disclose each subject invention to the Agreements Officer on a DD Form 882 within eight (8) months after the inventor discloses it in writing to the Inventor's personnel responsible for patent matters.

DRAFT

(2) The Consortium Member shall elect in writing whether or not to retain ownership of any subject invention by notifying the Agreements Officer, in writing, within eight (8) months of disclosure to the Government. 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 is shortened to at least sixty (60) calendar days prior to the end of the statutory period.

(3) For every Subject Invention to which the Consortium Member has elected to retain title, the Consortium Member shall—

(i) File either a provisional or a nonprovisional patent application on an elected subject invention within 1 year after election, provided that in all cases the application is filed prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use;

(ii) File a nonprovisional application within 10 months of the filing of any provisional application; and

(iii) File patent applications in additional countries or international patent offices, if desired by Consortium Member, within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date the Commissioner of Patents grants permission to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(c) Upon the Agreements Officer's written request, the Consortium Member shall convey title to any Subject Invention to the Government under any of the following conditions:

(1) If the Consortium Member fails to disclose or elects not to retain title to the subject invention within the times specified in Paragraph (b) of this section; provided that the Government may only request title within sixty (60) calendar days after learning of the failure of the CM to disclose or elect within the specified times.

(2) In those countries in which the Consortium Member fails to file patent applications within the times specified in Paragraph b of this section ; provided, that if the Consortium Member has filed a patent application in a country after the times specified in Paragraph (b) of this section , but prior to its receipt of the written request by the Government, the receipt of the written request by the Government, the Consortium Member shall continue to retain title in that country; or shall continue to retain title in that country; or

(3) In any country in which the Consortium Member 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.

(d) Minimum Rights to the Consortium and/or Consortium Member and Protection of the Consortium and/or Consortium Member's Right to File.

DRAFT

(1) The Consortium Member shall retain a nonexclusive, royalty-free license throughout the world in each Subject Invention to which the Government obtains title, except if the Consortium Member fails to disclose the Subject Invention within the times specified in Paragraph (b) of this section. The Consortium Member's license extends to the domestic (including Canada) subsidiaries and affiliates, if any, within the corporate structure of which the Consortium Member is a party and includes the right to grant licenses of the same scope to the extent that the Consortium Member was legally obligated to do so at the time the project was awarded. 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 Subject Invention pertains. The Government's approval for license transfer shall not be unreasonably withheld.

(2) The Consortium Member's domestic license, as described above, 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 Consortium Member has achieved practical application and continues to make the benefits of the Subject 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 AO shall furnish the Consortium Member a written notice of its intention to revoke or modify the license, and the Consortium Member 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.

(e) Action to Protect the Government's Interest

(1) The Consortium Member agrees to execute or to have executed and promptly deliver to the Agreements Officer 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 elects to retain title, and (ii) convey title to the Government when requested under paragraph C of this section and to enable the Government to obtain patent protection throughout the world in that Subject Invention.

(2) The Consortium Member agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Consortium Member each Subject Invention made under this Agreement in order that the Consortium Member can comply with the disclosure provisions of paragraph (b) of this section. The Consortium Member shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting Subject Inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

DRAFT

(3) The Consortium Member shall notify the Agreements Officer of any decisions 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 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. **CONTRACT NUMBER**, awarded by the Naval Surface Warfare Center. The Government has certain rights in the Invention."

(5) The Consortium Member agrees that, with respect to any Subject Invention in which it has retained title, the Government has the right to require the Inventor, 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 license itself if the Agreements Officer determines that:

(i) Such action is necessary because the Consortium Member or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve practical application of the Subject Invention;

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

(iii) Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Consortium Member, assignee, or licensees.

(f) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this Agreement.

(g) Notice and Assistance

(1) The Consortium Member shall report to the Agreements Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consortium Member has knowledge.

(2) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consortium Member shall furnish to the Government, when requested by the Agreements Officer, all evidence and information in the Consortium Member's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Government except where the Consortium Member has agreed to indemnify the Government.

DRAFT

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

The obligations of the Government and the Consortium Member under this section shall survive after the expiration or termination of this Agreement.

(h) Reporting on Utilization of Subject Inventions (as applicable when designated in RPA/PPA):

(1) The Performer or its Sub-agreement Holders agrees to submit, during the term of the Agreement, an annual report on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the Performer or its Sub-agreement Holders or its 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 Performer or its Sub-agreement Holders, and such other data and information as the agency may reasonably specify. The Performer or its Sub-agreement Holders also agrees to provide additional reports as may be requested by NSWC-PCD in connection with any march-in proceedings undertaken by NSWC-PCD in accordance with the RPA/PPA. NSWC-PCD agrees it shall not disclose such information to persons outside the Government without permission of the Performer or its Sub-agreement Holders, unless required by law.

(2) All required reporting shall be accomplished, to the extent possible, by email reporting. Reports and communications shall be submitted to the AO and Administrative Agreements Officer (AAO), where one is appointed.

17. **Rights in Technical Data**

(a) The Government shall have Government Purpose Rights (GPR) in Technical Data, Computer Software, and Computer Software Documentation developed under this Agreement, except as provided in paragraph (i) of this section.

(i) Unless otherwise specified in RPA/PPAs, the Government shall have Unlimited Rights in data for the following:

(1) Form, fit, and function data;

(2) Corrections or changes to data furnished to the Consortium and Consortium Member by the Government;

(3) Data otherwise publicly available or have been released or disclosed by the Consortium, Consortium Member, or sub-agreement holder 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;

DRAFT

(4) Studies, analyses, test data, or similar data produced for this Agreement, when the study, analysis, test, or similar work was specified as an element of performance, excluding Consortium or Consortium Member's internal development milestones;

(5) Data necessary for operation, maintenance, installation, or training; and

(6) Computer software documentation required to be delivered under this Agreement;

(b) Consortium Members shall attach to any offer submitted under this Agreement a list of all documents or other media incorporating Technical Data or Computer Software it intends to deliver with less than Government Purpose rights. The list shall identify the Technical Data or Computer Software to be furnished with restrictions, the basis for asserting less than Government Purpose rights for each listing, the degree of restriction asserted for each listing, the duration of the restriction, and the name of the person or company asserting the restriction.

(c) Data or Computer Software 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 in a Project Agreement, or any restrictions on the Governments rights to use, modify, reproduce, display or disclose the data have expired or no longer apply.

(d) The Consortium Member awarded a RPA/PPA, their sub-agreement holders, and suppliers are not required to provide the Government with additional rights to use, modify, reproduce, release, perform, display, or disclose data furnished to the Government with other than Unlimited Rights. However, if the Government desires to obtain additional rights in data in which it has other than Unlimited Rights, the Consortium Member agrees to promptly enter into negotiations with the Agreements Officer to determine whether there are acceptable terms for transferring such rights. All data in which the Consortium Member has granted the Government additional rights shall be listed or described in a license agreement made part of the Agreement or a part of a RPA/PPA. The license shall enumerate the additional rights granted by the Government in such data.

(e) Except for data covered under the paragraph below, and 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:

Government Purpose Rights (or **Limited Rights** as the case may be)
Project Agreement No.
Consortium Member Name
Consortium Member Contact Information
Expiration Date

"The Government's rights to use, modify, reproduce, release, perform, display, or disclose these Technical Data are restricted by paragraph (c) of the Rights in Technical data section contained in the above identified Agreement. No restrictions apply after the expiration date shown above. Any reproduction of Technical Data or portions thereof marked with this legend must also reproduce the markings."

DRAFT

(f) Pre-existing data markings: If the terms of a prior contract or license permitted the Consortium Member to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose data deliverable under this Agreement, and those restrictions are still applicable, the Consortium Member may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license unless the Government receives such data with less restrictions under this Agreement.

(g) The Government shall have unlimited rights in all unmarked data. In the event that the Consortium or Consortium Member learns of a release to the Government of its unmarked data that should have contained a restricted legend, the Consortium or Consortium Member will have the opportunity to cure such omission going forward by providing written notice to the Agreements Officer within one (1) year of the erroneous release.

(h) Disclaimer of Liability: Notwithstanding the above, the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:

(1) Data not identified with a suitable notice or legend as set forth in this section; nor,

(2) Information contained in any data for which disclosure and use is restricted under the Security Requirements section of this Agreement, if such information is or becomes generally known without breach of the above, is properly known to the Government or is generated by the Government independent of carrying out responsibilities under this Agreement, is rightfully received from a third party without restriction, or is included in data which the Consortium Member is required to furnish to the Government without restriction on disclosure and use.

(i) Validation of Restrictive Markings

(1) An unjustified marking is a restrictive marking placed on Data delivered or otherwise furnished to the Government under this Agreement where the restriction is not justified. The Government may ignore or, at the Consortium Member's expense, correct or strike a marking if a restrictive marking is determined to be unjustified. A restrictive marking will be determined to be unjustified if:

(i) after sixty (60) days from receiving a request for marking justification information from the Agreements Officer, the Consortium or Consortium Member fails to respond to such request, or

(ii) the Consortium or Consortium Member provides information in response to a request for marking justification information from the Agreements Officer that, in the opinion of the Agreements Officer, fails to justify the level of restriction. If the Consortium Member disagrees with the opinion of the Agreements Officer, the disagreement shall be settled in accordance with the Article 44, Disputes.

(2) A nonconforming marking is a marking placed on data delivered or otherwise furnished to the Government under this Agreement that is not in the format authorized by this Agreement. Correction of nonconforming markings is not

DRAFT

subject to the Validation of Restrictive Markings section of this Agreement. If the Agreements Officer notifies the Consortium Member awarded a RPA/PPA of a nonconforming marking and the Consortium Member fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at that Consortium Member's expense, remove or correct any nonconforming marking.

(j) Throughout performance of this Agreement, the Consortium shall require that each Consortium Member awarded a RPA/PPA, and its sub-agreement holders or suppliers that will deliver data with other than unlimited rights, shall-

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this section; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on data delivered under this Agreement.

(k) The Consortium Member awarded a RPA/PPA reserves the right to protect by copyright original works developed under this Agreement. All such copyrights will be in the name of the Consortium Member. The Consortium Member 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 any project executed under this Agreement, and to authorize others to do so, subject to the limitations on disclosure contained in this Agreement.

(l) 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 sole purpose of carrying out that Party's responsibilities under this Agreement and any project executed under this Agreement with the written permission of the Copyright holder.

(m) The Consortium Member awarded a RPA/PPA shall not, without the written approval of the Agreements Officer, incorporate any copyrighted data in the data to be delivered under this Agreement unless the Consortium or Consortium Member is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in this section , and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(n) Except that 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.

DRAFT

(o) The Consortium Member are responsible for affixing appropriate markings indicating the rights of the Government on all data delivered under this Agreement.

(p) The Government agrees not to remove any copyright notices placed on data and to include such notices on all reproductions of the data.

(q) In addition to data specified in any RPA/PPA executed under this Agreement to be delivered hereunder, the Government may, at any time during the performance of the RPA/PPA or within a period of three (3) years after acceptance of all items (other than data) to be delivered under the RPA/PPA or the termination of the RPA/PPA, order any data generated under this RPA/PPA or any sub-agreement hereunder, except for data related to the Consortium Member's internal development milestones (as defined in the Statement of Work). When the data is ordered, the Consortium Member shall be compensated for converting the data into the prescribed form, for reproduction and delivery. The obligation to deliver the data of a sub-agreement holder and pertaining to an item obtained from the Sub-contractor shall expire three (3) years after the date the Consortium Member accepts the last delivery of that item from that sub-agreement holder under the RPA/PPA.

(r) The Government shall retain its rights in the unchanged portions of any Computer Software or Computer Software Documentation delivered under the RPA/PPA that the Consortium Member uses to prepare, or includes in, derivative Computer Software or Computer Software Documentation.

(s) The CM and Consortium Members shall include this section, suitably modified to identify the parties, in all sub-agreements or lower tier Agreements, regardless of tier.

(t) The obligations of the Government and the Consortium and Consortium Member under this section shall survive after the expiration or termination of this Agreement.

18. Right to Develop Independently

Nothing in this Agreement will impair any Party's right to independently acquire, license, develop or have developed, utilize or otherwise exploit information and technology with the same or similar uses or functions as the information or technology that is the subject of the Agreement's Technical Areas or any prototype project issued pursuant to this Agreement.

19. Inspection and Acceptance

(a) The Government has the right to inspect and test all materials furnished and services performed under this Agreement, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of any Consortium Member or any sub-agreement holder engaged in RPA/PPA performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(b) If the Government performs inspection or tests on the premises of the Consortium

DRAFT

Member or sub-agreement holder engaged in a RPA/PPA performance, the Consortium Member shall furnish and shall require sub-agreement holders to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(c) Unless otherwise specified in RPA/PPA's, the Government will accept or reject deliveries as promptly as practicable after delivery.

(d) If the Consortium Member fails to proceed with reasonable promptness to perform required replacement or correction, the Government may terminate the RPA/PPA.

(e) This section applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under the RPA/PPA.

20. Shipping Provisions

(a) Specific shipping instructions will be included in individual RPA/PPAs executed under this Agreement.

(b) All deliveries shall be FOB Destination, unless otherwise stated in individual RPA/PPAs.

(c) Risk of loss or damage to the supplies provided under projects executed under this Agreement shall remain with the Consortium Member executing said project until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(d) Unless otherwise specified in individual RPA/PPAs, all hardware shall be packaged in accordance with the Consortium Member's commercial best practice to ensure undamaged arrival at destination. At the time of delivery, the CM shall prepare and furnish to the Government a receiving report in Wide Area Work Flow.
https://wawf.eb.mil/xhtml/unauth/home/login.xhtml

21. Price Reasonableness

The Agreements Officer must be able to determine the amount of the OTA and/or RPA/PPA fair and reasonable.

22. Invoicing

(a) The CM shall submit payment requests and receiving reports using Wide Area Work Flow (WAWF).

(b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

DRAFT

(c) The Government will compensate the CM using a Fixed Management Rate applied to all funding obligated to RPA/PPAs. The Fixed Management Rate is contained in a Rate Agreement letter and incorporated by reference.

(1) The Fixed Management Rate Milestone 0 will be paid to the CM only.

(2) The CM's Fixed Management Rate is based on the estimated cost to manage the Consortium. 60 days prior to the end of each year of performance under this Agreement, the Government and CM have the right to renegotiate the Fixed Management Rate for the upcoming year. Such negotiations will be documented each year in a Rate Agreement letter signed by both parties to include the updated Fixed Management Rate and the payout amounts applicable to funding for RPA/PPAs in the subsequent year. If neither party exercises adjustments under this provision, the Fixed Management Rate will remain unchanged in the upcoming year.

(d) Except as set forth in the Disputes section of this Agreement, the Government's financial liability will not exceed the amount obligated and available for payment under this Agreement.

(e) The CM, typically monthly or upon the request of the Government, will prepare a request for payment, which will include the applicable, negotiated payable milestones for each project for the upcoming months and the applicable Fixed Management Rate in accordance with this clause. This request shall also include a reconciliation of the previous payments received and milestones completed and adjusted accordingly. The CM shall submit a copy of the request for payment to the PM or designee for approval. After approval by the PM, the CM shall provide a copy of the approved request for processing to the designated Agreements Officer for payment approval via WAWF. Payment 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 NSWC, Panama City Division, or designee.

(f) The CM shall obtain approval from the designated AOR for each fixed price RPAPPA milestone payment prior to making payment to the Consortium Member.

23. Accounting Systems Requirements

(a) The CM, and Consortium members awarded a RPA/PPA shall maintain adequate records to account for the control and expenditure of Government funds received under this Agreement.

(b) The Consortium, the CM, and Consortium members awarded a RPA/PPA shall establish and maintain accounting systems that:

(1) Comply with Generally Accepted Accounting Principles (GAAP).

(2) Control and properly document all cash receipts and disbursements.

DRAFT

24. Allowable Costs

(a) Federal funds and any Consortium Member's cost sharing funds are to be used only for costs that a reasonable and prudent person would incur in carrying out the RPA/PPA.

(b) No PPA award will be made under this Agreement on a cost-type basis unless the Consortium Member performing under the RPA/PPA has an accounting system that:

(1) is capable of identifying and segregating costs to individual agreements/contracts;

(2) provides for an equitable allocation of indirect costs; and

(3) is capable of identifying the amounts/costs, the Consortium member will identify the basis for determining actual costs.

(c) If a Consortium Member performing under a RPA/PPA is subject to Contract Accounting Standards (CAS) on other Agreements or contracts, then the allowable costs for project awards executed under this Agreement on a cost-type basis are only allowable for reimbursement subject to the cost principles of Federal Acquisition Regulation (FAR) Part 31, Defense Federal Acquisition Regulation Supplement (DFARS) Part 231, and Navy and Marine Corps Acquisition Regulation Supplement (NMCARS) Part 5231, with all mention of Contractor understood to mean the Consortium Member and all mention of Contracting Officer understood to mean Agreements Officer.

25. Incremental Funding

If a research or prototype project executed under this Agreement is incrementally funded, then the Government is not obligated to reimburse the Consortium, CM, or Consortium Members for costs incurred in excess of the total amount allotted by the Government to the Agreement or RPA/PPA and, CM, or Consortium Members are not obligated to continue performance on the RPA/PPA (including actions under the Termination section of this Agreement) or otherwise incur costs in excess of --

(a) The amount then allotted to the Agreement or RPA/PPA by the Government or;

(b) If the RPA/PPA involves cost-sharing, the amount then allotted by the Government to the RPA/PPA plus the Consortium member's corresponding share, until the Agreements Officer notifies the Consortium member in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the RPA/PPA.

26. Acceptable Cost Share

An acceptable Cost Share must be verifiable from financial records and must not be included as a cost sharing contribution for any other Federal Government contract vehicle. Cost Share cannot be paid by the Federal Government under another contract vehicle, except that Independent Research and Development (IR&D) costs that otherwise meet the Cost Share requirements of 10 U.S.C. § 4022 and 10 U.S.C. § 4021 are allowable subject to the cost principles of FAR 31.205-18 applicable to IR&D costs.

DRAFT

27. Payments

(a) The Government's liability to make payments to the CM is limited only to those funds obligated under RPA/PPAs executed under this Agreement. The Government may incrementally fund projects in accordance with the Incremental Funding section. If a modification becomes necessary in performance of RPA/PPA, the Agreements Officer and the CM shall establish and execute a revised Schedule of Payable Milestones consistent with the current project plan.

(b) Payments will be made in accordance with the Schedule of Payable Milestones for each RPA/PPA via WAWF and the procedures in this section. Additional detailed instructions for payments will be included in individual RPA/PPAs.

(c) Cost Share Payments. The CM shall notify the Agreements Officer immediately if any Cost Share contribution from a Consortium Member is not made in accordance with the RPA/PPA.

(d) All schedules of Milestone Payments for RPA/PPAs will include the applicable negotiated Line Items and Payable Milestones for each selected and funded project, inclusive of the CM's Fixed Management Rate. For fixed price RPA/PPAs, payments will be based on the completed milestone performed or developed by the Consortium Member, and for cost type projects, payments will be based on actual costs incurred.

(e) Any costs incurred prior to the execution of any RPA/PPA will be the sole responsibility of the Consortium Member(s) and will not be used as the basis of a claim against or construed as an obligation to the Government.

28. Retention and Access to Records for CM and Consortium Members Awarded a RPA/PPA

The CM and the Consortium Members awarded a RPA/PPA shall retain and permit the Government access to financial records, supporting documents, statistical records, and all other records pertinent to RPA/PPAs or this Agreement for a period not to exceed three years after expiration of the term of each individual RPA/PPA made under this Agreement, unless one of the exceptions in (b) of this section..

(a) Exceptions:

(1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

(2) Records for real property and equipment acquired with Federal funds shall be retained for 3 years after final disposition.

(3) When records are transferred to or maintained by the DoW Component that made the award, the 3-year retention requirement is not applicable to the Consortium or Consortium Member(s).

DRAFT

(4) If the information described in this section is maintained on a computer, the Consortium Manager or Consortium Member(s) shall retain the computer data on a reliable medium for the time period prescribed. The Consortium or Consortium Member(s) may transfer computer data in machine readable form from one reliable computer medium to another. The Consortium's or Consortium Member(s)' computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original computer data. The Consortium and Consortium Member(s) shall also maintain an audit trail describing the data transfer.

Types of records under an OTA that should be maintained and will be stipulated in the final agreement are as follows:

- Servicing and Financial Records

- Records documenting the date and type of service performed

- Documentation of all costs incurred, which would be subject to audit for expenditure-based agreements

- Invoices and payment records

- Technical and Project Management Records

- Records of leak inspections and tests performed to verify repairs of leaking appliances (where applicable)

A full account of assessments made, care planned and provided, and actions taken, including information shared with other health professionals (in a healthcare context, but the principle of documenting actions and decisions is broadly applicable).

Records demonstrating identified risks and problems, and the actions taken to rectify them

General Record-Keeping Best Practices:

All records should be -

- Accurate and Legible: Handwriting must be legible, and records should be written clearly.
- Complete and Contemporaneous: All entries in a record must be dated, timed accurately, and signed.
- Secure: Care must be taken to ensure that records, especially those containing sensitive information, are not left accessible or in public places.

29. Comptroller General Access to Information

In accordance with 10 U.S.C. § 4022, this Agreement and each RPA/PPA awarded under this Agreement that provides for payments in a total amount in excess of $5,000,000 shall provide for the Comptroller General, at the discretion of the Comptroller General, to examine

DRAFT

the records of any party to the Agreement or any entity that participates in the performance of the RPA/PPA.

(a) The requirement in paragraph (a) shall not apply with respect to a party or entity, or a subordinate element of a party or entity that has not entered into any other agreement/ contract that provides for audit access by a Government entity in the year prior to the date of the applicable RPA/PPA.

(b) The right provided to the Comptroller General in a clause of an agreement under paragraph (a) is limited as provided in subparagraph (b) in the case of a party to the agreement, an entity that participates in the performance of the agreement, or a subordinate element of that party or entity if the only agreements or other transactions that the party, entity, or subordinate element entered into with Government entities in the year prior to the date of that agreement are cooperative agreements or transactions that were entered into under 10 U.S.C. § 4022.

(c) The only records of a party, other entity, or subordinate element referred to in paragraph (a) that the Comptroller General may examine in the exercise of the right referred to in that paragraph are records of the same type as the records that the Government has had the right to examine under the audit access section s of the previous agreements or transactions referred to in such paragraph that were entered into by that particular party, entity, or subordinate element.

(d) The Comptroller General may not examine records pursuant to a section included in a Research or Prototype Project Agreement under paragraph (a) more than three years after the final payment is made by the United States under the Agreement.

30. Agreement Close-out

(a) The following provisions shall apply to the closeout:

(1) The Agreements Officer and Payment Office shall expedite completion of steps needed to close out the RPA/PPA and make prompt final payments to Consortium Manager.

(2) The Consortium Member awarded the RPA/PPA shall account for any real property and personal property acquired with Federal funds or received from the Federal Government in accordance with the terms of the Agreement.

(b) The closeout of this Agreement does not affect any of the following:

(1) Any specified audit requirements.

(2) Any specified property management requirements.

(3) Records retention as required by the Agreement.

31. Property

DRAFT

(a) Individual RPA/PPAs will identify all Government Furnished Property (GFP) for use with that project.

(b) Consortium Members who have an adequate property management system as defined in FAR 52.245-1 are subject to FAR clause 52.245-1, with all mention of Contractor understood to mean the Consortium Member and all mention of Contracting Officer understood to mean Agreements Officer.

(c) Consortium Members who do not have an adequate property management system as defined in FAR 52.245-1 shall assume the risk of and be responsible for any loss or destruction of, or damage to, any GFP while in its possession or control, with the exception of reasonable wear and tear or reasonable and proper consumption. All property shall be returned at the end of the project in as good as condition as when received with the exception of said reasonable wear and tear or in accordance with the provisions of the project regarding its use. The Consortium Member shall obtain explicit written authorization by the Agreement Officer for any transfer or disposition of GFP.

(d) For a cost-reimbursable RPA/PPA, title to any item of property valued at $5,000 or less that was included in the final proposal selected by the Government and that is acquired by a Consortium Member pursuant to performance under a RPA/PPA shall remain with the Consortium Member upon acquisition with no further obligation of the Parties unless otherwise determined by the Agreements Officer. If an item of property with an acquisition value greater than $5,000 is required after award, the Consortium Member shall obtain prior written approval, if not included in the final proposal selected by the Government, from the Agreements Officer prior to acquisition. Title to this property shall remain with the Government unless the Agreements Officer grants title to the Consortium Member prior to acquisition. The Government is not required to take title to the property acquired by a performer unless it is explicitly identified as a deliverable.

(e) Disposition of Property
At the completion of the term of each cost-reimbursable RPA/PPA, items of property acquired during performance with an acquisition value greater than $5,000 shall be returned to the Government or, if the Government does not wish to maintain the property, disposed of in the following manner:

1. Purchased by the Consortium Member awarded a RPA/PPA at an agreed-upon price, the price to represent fair market value, with the proceeds of the sale being returned to NSWC-PCD; or

2. Transferred to a Government research facility with title and ownership being transferred to the Government; or

3. Any other NSWC-PCD approved disposition procedure.

(f) Consortium Members shall be responsible for the maintenance, repair, protection, and preservation of all property acquired under this Agreement.

DRAFT

32. Registration in the System for Award Management

The consortium or the consortium manager must be fully registered for all awards as a prime awardee throughout the life of this Agreement. The prime awardee should use its Unique Entity Identifier (UEI) from SAM (https://sam.gov). Additionally, each consortium participant that is directly awarded an OT agreement by the Government or that receives funding for a project from a consortium must obtain a UEI from SAM and provide it to the Government for reporting. Consortium participants that are separately and already registered in SAM should use the UEI assigned to that registration. Consortium participants that are not separately registered in SAM should request a UEI be established at the SAM website (https://sam.gov) without the need for a complete registration. Note that if the consortium participant needs a Commercial and Government Entity (CAGE) code to be assigned to process Government Furnished Property transfers or have facility clearances accomplished, a full SAM registration is required. See also Appendix E, OUSD (A&S) Memorandum on Required and Recommended Use of eBusiness Tools When Awarding and Administering Other Transactions.

33. Compliance with Laws Unique to Government Procurement

The Consortium agrees to comply with--and shall require that each Consortium member awarded a RPA/PPA agrees to comply with 31 U.S.C. § 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. § 431 relating to officials not to benefit; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. § 4712 and 10 U.S.C. § 4701 relating to whistleblower protections; 41 U.S.C. chapter 21 relating to procurement integrity; and 22 U.S.C. Chapter 78 relating to Combating Trafficking in Persons. Any federal statutes that are subsequently deemed to be applicable to this OTA will be incorporated in accordance with Article 38, Changes.

34. Disclosure of Information

(a) Consortium Members shall not release to anyone outside the Consortium Member's organization the Government, the CM, or sub-agreement holders any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of any RPA/PPA or any program related to a RPA/PPA, unless—

(1) The Agreements Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information and has been scoped and negotiated by NSWC PCD with the Consortium Member awarded a RPA/PPA and research performer and determined in writing by the Agreements Officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of RPA/PPA award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008.DFARS 252.204-7000.

DRAFT

(b) Requests for approval under paragraph (a)(1) above or of this section shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Consortium Member shall submit a request for public release to the Agreements Officer via the CM at least 10 business days before the proposed date for release.

(c) Consortium Members agree to include a similar requirement, including this paragraph (c), in each sub-agreement under any Research or Prototype Project Agreement. Sub-agreement holders shall submit requests for authorization to release through the Consortium Member to the Agreements Officer via the CM.

35. FAR and DFAR Clauses Incorporated by Reference (when applicable under individual RPA/PPA - OTA's)

The following FAR and DFARS clauses are hereby incorporated by reference in their entirety, with all mention of Contractor understood to mean both the CM and any Consortium Member awarded a RPA/PPA, all mention of subcontractor understood to mean Sub-agreement Holder, and all mention of Contracting Officer understood to mean Agreements Officer:

(a) FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. As of 18 June 2026 – New renumbered Clause FAR 52.240-91 (Security Prohibitions and Exclusions). See below for further information.

(b) DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(c) DFARS 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services

(d) DFARS 252.204-7020, NIST SP 800-171 DoD Assessment Requirements – New renumbered clause DFARS 252.240-7997 (NIST SP 800-171 DoD/DoW Assessment Requirements). See below for further information.

In late January/February 2026, the Federal Government enacted a massive regulatory restructuring known as the "Revolutionary FAR Overhaul" (RFO). To clean up the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS), the government created new dedicated "Information Security" parts (FAR Part 40 and DFARS Part 240) and consolidated or renumbered several existing clauses into these sections.

Original Clause	Title / Subject	Status in 2026	New Renumbered Clause
(a) FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Consolidated & Renumbered	FAR 52.240-91 *(Security Prohibitions and Exclusions)*

DRAFT

(b) DFARS 252.204 -7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Active & Unchanged	DFARS 252.204-7012 *(Maintains original number)*
(c) DFARS 252.204 -7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	Active & Unchanged	DFARS 252.204-7018 *(Maintains original number)*
(d) DFARS 252.204 -7020	NIST SP 800-171 DoD/DoW Assessment Requirements	Renumbered & Updated	DFARS 252.240-7997 *(NIST SP 800-171 DoD/DoW Assessment Requirements)*

36. Security Requirements

(a) In the event that a RPA/PPA under this Agreement requires the Consortium or any of its members to have access to, or generate, classified information, the Government will generate a DoW Security Classification Specification (DD Form 254). Each RPA/PPA involving classified or controlled information will have a separate DD 254, which will only be applicable to the specified award.

(b) The Consortium agrees to insert terms that conform substantially to the language of this section in all Agreements for projects executed under this Agreement that involve access to classified information.

37. Changes

Changes in the terms and conditions of this Agreement or any research or prototype projects executed under this Agreement, may only be made by written Agreement between the CM and the Agreements Officer.

Recommendations for modifications, including justifications to support any changes to the RPA/PPA SOW and/or the Schedule of Milestones and payments will be documented in writing and submitted by **OFFEROR** to the NSWC-PCD AO/AOR with a copy to the NSWC-PCD AO. If applicable, this documentation will detail the technical, chronological, and financial impact of the proposed modification to the research program. The NSWC-PCD AO/AOR and **OFFEROR** shall approve any Agreement modification. The Government is not obligated to pay for additional or revised future milestones until the Milestone Payment Schedule is formally revised by the NSWC-PCD AO and made part of this Agreement or any RPA/PPA executed under this Agreement.

The NSWC-PCD AOR shall be responsible for the review and verification of any recommendations to revise or otherwise modify the RPA/PPA SOW, prospective milestones, or other proposed changes to the terms and conditions of this Agreement.

38. Safety

The Consortium, CM, and Consortium Members shall adhere to all local, state, and federal laws, rules, and regulations required in order to maintain a safe and non-hazardous occupational environment throughout the duration of this Agreement. The Consortium Members through the CM shall during the course of a project report any major accident/incident (including fire) resulting in any one or more of the following: causing one or more fatalities or one or more disabling injuries; damage of Government property exceeding $10,000; affecting program planning or production schedules; degrading the safety of equipment, involving personnel injury or property damage; identifying a potential hazard requiring corrective action.

39. Environmental Requirements

(a) Consortium Members shall comply with all Federal, State, and local environmental laws and regulations, Executive orders, treaties and Agreements when executing RPA/PPAs under this Agreement. The recipient shall evaluate the environmental consequences and identify the specific types and amounts of hazardous waste being generated during the conduct of efforts undertaken under this Agreement.

(b) The Consortium shall give consideration to alternative materials and processes in order to eliminate, reduce, or minimize hazardous waste being generated.

(c) Consortium Members shall not use Class 1 Ozone Depleting Chemicals in executing RPA/PPAs under this Agreement.

40. Export Control

(a) The Consortium, CM, and Consortium Members shall comply with the International Traffic in Arms Regulation (22 CFR pt. 121 et seq.), National Industrial Security Program Operating Manual (32 CFR Part 117), and the Department of Commerce Export Administration Regulations (EAR) (15 CFR Chapter VII Subchapter C).

(b) The Consortium shall include this section, suitably modified to identify the parties, in all Research and Prototype Project Awards and or lower tier Agreements, regardless of tier.

41. Organizational Conflicts of Interest

(a) Throughout performance, the Consortium shall monitor all potential conflicts of interest, to include conflicts between its members currently developing for and operating the targeted prototype or information systems.

(b) The Consortium Members shall ensure project-level performance does not conflict with system development or enhancement being performed under other Agreements or contracts.

DRAFT

(c) The Consortium shall immediately report all potential conflicts of interest to the Government. All white papers and proposals will address potential conflicts of interest and any proposed mitigation. The Consortium agrees to include in all sub-agreements a section requiring consortium members to report all potential or actual Organizational Conflict of Interests to the Consortium and Government.

(d) The Government has the right to limit Consortium Member Entity(ies)' involvement under this Agreement or other action to mitigate Organizational Conflicts of Interest. In the event the Consortium believes that the OCI can be mitigated, the Consortium shall submit to the Agreements Officer an OCI mitigation plan.

42. Limitation of Liability

For the purposes of this Article "Party" or "Parties" shall include the Government, the CM, and/or the Consortium Member awarded an RPA/PPA.

(a) Claims by either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the unpaid balance of the aggregate amount of Government funding for RPA/PPAs executed under this Agreement as of the time the dispute arises. With regard to the activities undertaken pursuant to this Agreement, no Party shall make any claim against the other, employees of the other, the others' related entities (e.g. Contractors, Sub-contractors), or employees of the others' related entities for any injury to or death of its own employees or employees of its related entities, or for damage to or loss of its own property or that of its related entities, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct. The authority to determine the presence of "willful misconduct" or a "willful material breach" resides with the Agreements Officer (AO), subject to the dispute resolution procedures specified in the agreement.

(b) In no event, shall either Party be liable to each other for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a Party) or otherwise, except to the extent such damages are caused by a Party's willful misconduct.

(c) Extension of Waiver of Liability. The Consortium Manager agrees to extend the waiver of liability as set forth above to Consortium Members or sub-agreement holders at any tier performing project awards under this Agreement by requiring them, by contract or otherwise, to agree to waive all claims against the Parties to this Agreement.

43. Force Majeure

No failure or omission by the Consortium, CM, or any Consortium Member in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement or create any liability if the failure or omission arises from a cause beyond the control of the Parties, including, but not limited to the following: acts of God; acts of the Government in either its sovereign or contractual capacity; changes to any rules, regulations, or orders issued by any Governmental authority or by any officer, department, and agency or

DRAFT

instrumentality thereof, unless affected by modification to the Agreement; fire; storm; flood; earthquake; accident; war; rebellion; insurrection; riot; and invasion, provided that such failure or omission resulting from one of the above causes is cured as soon as is practicable.

44. Disputes

For the purposes of this Article "Party" or "Parties" shall include the Government, the CM, and/or the Consortium Member awarded a RPA/PPA.

(a) Whenever disputes arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual Agreement as soon as practicable. The Parties agree that the notification under subparagraph (b) of this section shall not be made earlier than thirty (30) days from when the dispute arose. In no event shall a dispute that arose more than one hundred and eighty (180) calendar days prior to the notification made under subparagraph (b) of this section constitute the basis for relief under this section unless the Agreements Officer waives this requirement in writing.

(b) Failing resolution by mutual Agreement, the aggrieved Party shall notify the other Party (through the Agreements Officer) in writing of the relevant facts, identifying unresolved issues, and specifying the clarification or remedy sought. The dispute will then be referred to the Chief of the Contracting Office for NSWC, Panama City Division and an executive of the Consortium, who shall meet in good faith to resolve the dispute.

(c) If the above are not able to resolve the dispute within sixty (60) calendar days of the date the notice under subparagraph (b) is received, then either party may pursue Alternative Dispute Resolution (ADR) and escalate to a Senior Executive Service (SES) official before moving to other administrative or judicial remedies. Court of Federal Claims (COFC) may be utilized for OTA protests and claims under the Tucker Act provided the OTA is "in connection with a procurement." Although the Armed Services Board of Contract Appeals (ASBCA) lacks jurisdiction, parties may voluntarily agree to use the ASBCA's ADR program due to the Board's expertise in defense technology.

(d) Pending resolution of any such dispute by settlement or by final judgment, the Parties shall each proceed diligently with performance, unless otherwise mutually agreed, or the Agreements Officer directs, in writing, to stop performance.

45. Termination

(a) The Government reserves the right to terminate this Agreement, or any RPA/PPA executed under this Agreement, or any part hereof, at any time. In the event of such termination, the Consortium Member awarded an RPA/PPA shall immediately stop all work thereunder and shall immediately cause any and all of its suppliers and Sub-contractors to cease work. The Government and the Consortium should negotiate in good faith a reasonable and timely adjustment of all outstanding issues between the Parties as a result of termination, which may include non-cancelable commitments made prior to the termination. Failure of the Parties to agree to an equitable adjustment shall be resolved pursuant to the Disputes section of this Agreement.

DRAFT

(b) If a Consortium Member awarded an RPA/PPA fails to comply with the provisions of this Agreement or its RPA/PPA, the Agreements Officer through the CM, after the issuance of a cure notice, may take one or more of the following actions:

(1) Withhold payments until the breach is corrected by the applicable Consortium Member;

(2) Disallow all or part of the cost, including the associated fee or profit, of the activity or action causing the breach;

(3) Terminate the RPA/PPA in whole or in part;

(4) Take any other legally available remedies; or

(5) If the termination is a result of a failure to comply with the terms and conditions of this Agreement or any Project Agreement executed under this Agreement, then the Government reserves the right to report the termination to the systems of record for reporting terminations for cause or default.

Stop Work Order

(a) The Government may, at any time, by written order to a Consortium Member, require the Consortium Member performing under an RPA/PPA to stop all, or any part, of the work called for under the RPA/PPA. Upon receipt of the Stop Work Order, the applicable Consortium Member shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of ninety (90) calendar days after the stop work order is delivered to the applicable Consortium Member, or within any extension of that period to which the parties have agreed, the Government will either:

(1) Cancel the stop work order, or

(2) Terminate, in whole or in part, the work covered by the RPA/PPA.

(b) If a Stop Work Order issued under this section is canceled, the Consortium Member shall resume work under the RPA/PPA. The Government reserves the right to make an equitable adjustment in the delivery schedule or RPA/PPA cost or price, or both that result from the stoppage of work. The Consortium Member performing under the Project Agreement shall assert its right to an equitable adjustment as a result of the stop work order within thirty (30) calendar days after the end of the period of work stoppage.

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. § 2000d) relating to nondiscrimination in Federally assisted programs. The Consortium Manager and the Consortium Members awarded an RPA/PPA agree to comply with the nondiscriminatory provisions of the Act.

DRAFT

Agreement Administration-

Agreements Officers (AO): Glen A. Savory / Matthew A. Hammond

Agreements Specialist: Kristin S. Shaw

Agreements Officer Representative (AOR): Various, AOR will be assigned at the Project level

Government Program Manager: TBD at the project level

Consortium Signatory Authority: Glen A. Savory / Matthew A. Hammond

DRAFT