

Leveraging Enterprise Technologies for Holistic AI, Logistics, Integration, Transformation, and Yield (LETHALITY) Consortium

Consortium Membership Agreement

The Naval Surface Warfare Center Corona Division (NSWCCO) intends to competitively establish an Other Transaction Agreement (OTA) with a single Consortium Management (CM) firm. In response to Solicitation N642672698000, and in anticipation of being selected as the CM, Advanced Technology International (ATI) has established the Leveraging Enterprise Technologies for Holistic AI, Logistics, Integration, Transformation, and Yield (LETHALITY) Consortium. Should NSWCCO not select ATI as the CM firm in response to Solicitation N642672698000, ATI will terminate this Consortium Membership Agreement and notify members.

Membership in LETHALITY is open to all US- based companies, innovators, research institutions and academic institutions guiding, conducting or using research to support prototype development for the Navy including but not limited to the LETHALITY technology areas listed in the membership application. There are currently no membership dues, but the CM firm reserves the right to implement dues or other payments at a later date to cover consortium expenses.

Members may terminate membership at any time by written notice to ATI. Membership may be terminated upon written notice to a Member for failure to comply with the Membership Obligations contained herein. The relationship of the Members established by this Membership Agreement is that of independent contractors. Nothing contained herein shall be construed to (i) give any of the Members hereto the power to direct or control the day-to-day activities of another Member hereto, (ii) constitute the Members as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow any of the Members hereto to create, discharge or assume any obligation on behalf of another Member hereto for any purpose whatsoever. Each Member retains the right to engage independent research and activities that may compete with, or be contrary to, the goals of the Consortium.

Consortium Obligations. ATI, as the Consortium Management (CM) firm, shall administer the affairs of the Consortium, and is responsible for fulfilling the following obligations:

- Act on behalf of the Consortium in executing the LETHALITY OTA;
- Be responsible for the daily management of the Consortium;
- Promote collaboration with Government customers and other Members related to LETHALITY Technologies to include, but not limited to, potential research through prototype development projects;
- Provide customer support for members throughout the lifecycle of the project development process (training, guidance and process facilitation of the solicitation, award, execution, and closeout phases);
- When appropriate file with the U.S. Attorney General and the Federal Trade Commission changes in membership in accordance with the provisions of the National Cooperative Research Act of 1993;
- Manage the finances of the Consortium;
- Host periodic collaborative, membership meetings, as needed; and
- Engage in business-development activity to seek opportunities with private, Federal, State, and local entities for Consortium Members to conduct research and technology development and follow-on activities that support the mission of private, Federal, State, and local agencies related to LETHALITY. These activities may require updates to this Agreement or the formation of additional consortia in the appropriate technology domains. Should new consortia be required, each existing member, which satisfies eligibility criteria, automatically will become a member in any new consortium that is formed, but may decline membership.

Membership Obligations. The Parties agree that Members have the following obligations:

- Be a U.S. firm or institution organized or existing under the laws of the United States, its territories, or possessions. For the purposes of this Consortium Membership Agreement any agency or instrumentality of a foreign government shall not be granted Membership.
- Not be barred or suspended from contracting with or receiving funds from the U.S. Government;
- Clearly demonstrate in their membership application that they are capable of making a contribution in LETHALITY Technologies and other relevant subject, technology, and capability domains as may be required in order to fully support the needs of the U.S Government.
- Contribute their respective talents and resources to the Consortium for activities such as periodic meeting attendance, committee and subcommittee participation, and other activities as may be appropriate;
- Be current (no greater than 60 days past due) on membership dues or other payments, should they be implemented;
- Maintain an active Military Critical Technical Data Agreement (Form DD 2345) certification with the U.S./Canada Joint Certification Office, Defense Logistics Information Service;
- Not transfer membership to any third party;

- Comply with all applicable export control laws and regulations of the United States, including the Arms Export Control Act (“AECA”), the International Traffic in Arms Regulations (“ITAR”), the Export Administration Regulations (“EAR”), and other U.S. Government directives related to export control;
- Comply with all applicable U.S. antitrust laws;
- Provide all cost and technical data as required in any LETHALITY solicitation to which it responds; and
- Comply with the terms of this Consortium Membership Agreement and the LETHALITY Base Agreement.