

TRAINING AND READINESS ACCELERATOR (TRex) II CONSORTIUM MEMBERSHIP AGREEMENT

Membership in TRex II is open to all US-based companies and academic institutions conducting research and prototype development in the broad areas of Modeling, Simulation, and Training. Members will pay non-refundable annual dues every October 1st in the amount of \$500. Membership dues in the first year will be prorated according to which quarter members join: October-December \$500, January-March \$375, April-June \$250, July-September \$125. The purpose of dues is to offset expenses of the Consortium. Members may terminate membership at any time by written notice to Advanced Technology International (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 Consortium 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 is the Consortium Management Firm that will administer the affairs of the Consortium and is responsible for fulfilling the following obligations:

- Act as the point of contact for TRex II OTA;
- Be responsible for the daily management of TRex II in support of both the Consortium and the OTA;
- Engage in business-development activity to seek opportunities with Federal, State, local and private entities for Consortium Members to conduct research, prototype development and follow-on activities that support the mission of the Department of Defense (DoD) and other Federal, State and local agencies related to Modeling, Simulation, and Training. 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;
- Promote collaboration with Government customers and other members related Modeling, Simulation, and Training, to include potential prototype development projects. Provide customer support for members throughout the lifecycle of the prototype development process (training, guidance and process facilitation of the solicitation, award, project execution phases);
- Take appropriate steps to avoid organizational conflicts of interest among the Members and to mitigate such conflicts if they cannot be avoided;
- 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; and
- Host periodic collaborative, membership meetings.

Membership Obligations. The Parties agree that Membership has 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 CMA, any agency or instrumentality of a foreign government shall not be granted Membership.
- Not be barred 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 the Consortium areas of Modeling, Simulation, and Training and other relevant subject, technology, and capability domains as may be required in order to fully support the needs of the U.S. Government;

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- Be current (no greater than 60 days past due) on membership dues or other payments should they be implemented. Only Members who are current on dues will be permitted to respond to solicitations for project awards;
- 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;
- 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; and
- Comply with all applicable U.S. antitrust laws.
- Abide by the terms of this Consortium Membership Agreement and the TRex II Base Agreement.