ARTICLES OF COLLABORATION

FOR

**CONSORTIUM**

**comprising**

**XXXX**

**and**

**XXXX**

These Articles of Collaboration for the APPLICABLE CONSORTIUM (the “Agreement”), by and between the XXXX and XXXX are effective as of the date last signed below (the “Effective Date”).

RECITALS

A. XXXX and XXXX are collaborating to develop and demonstrate APPLICABLE PROJECT.

B. XXXX and XXXX (Individually, “Party” and collectively, “Parties”) have submitted a research proposal to the United States Government as represented by the Defense Advanced Research Projects Agency (“DARPA”) in response to the DARPA APPROPRIATE BAA solicitation.

C. DARPA, has awarded an “Other Transactions” Agreement to the Parties to fund this proposal;

D. The Parties desire to enter into this Agreement to establish the terms and conditions under which they plan to carry out the research and other activities as described in the “Other Transactions” Agreement.

**THE PARTIES THEREFORE AGREE:**

# Definitions

## “Consortium Administrator” is the party responsible for administering and coordinating the efforts of the Consortium to achieve the goals of the Program. Duties include receiving and distributing payments from the Government and consolidating consortium input for reports submitted to the Government on behalf of the Consortium.

## 1.2 “Confidential Information” means any information that is provided by a Party in connection with the Program and that is considered to be confidential by the Party that provides it, provided the information either (a) is marked as confidential at the time of disclosure or (b) is unmarked (e.g., orally disclosed) but is treated as confidential at the time of disclosure and is designated as confidential in a written memorandum sent to the recipient within thirty (30) days of disclosure, summarizing the information sufficiently for identification.

## “Government Program Manager” means the U.S. Government employee designated by the Government to provide ongoing general oversight and program management functions, including but not limited to, making appropriate approvals, participating in all meetings of the Executive Committee, and reviewing and verifying payments made under the Agreement.

## “Independent Intellectual Property” means any Intellectual Property conceived or developed prior to or independently of any of the work performed under the Program by one of the Parties.

## “Intellectual Property” means all worldwide patents and other patent rights (such as continuations, continuations in part, and reissues), copyrights and mask work rights, including without limitation, all applications and registrations with respect thereto, rights in trade secrets, know‑how, and all other intellectual property rights, excluding trademarks, service marks and trade names.

## “Invention” means any invention or discovery that is or may be patentable or otherwise protectable under Title 35 of the United States Code.

## “Joint Copyrightable Work” means a Program Copyrightable Work authored during and in performance of the Program by at least one employee or agent of each of the Parties.

## “Joint Subject Invention” means a Subject Invention conceived or reduced to practice by at least one employee or agent of each of the Parties such that the contribution by the employee(s) of each Party is significant enough that the employee can be listed on a patent application, if any, as a co-inventor.

* 1. “Other Transaction” or “Other Transaction Agreement” shall mean the Agreement as executed between the Government and the Parties which is identified as Agreement No. HR0011-XX-3-XXXX, an executed copy of which is attached as Appendix A with each of its attachments attached thereafter in order and sequentially listed beginning with Appendix B.

## “Program” means the cooperative research activities to be undertaken by the Parties upon final approval of this Agreement by the Government, under the Technology Investment Agreement for the APPLICABLE PROGRAM.

## “Program Copyrightable Works” means any original expressions contained in documentation and all reports furnished or developed by either party in the performance of the Program.

## “Program Intellectual Property” means any Intellectual Property arising under the Program and conceived, reduced to practice or developed by the employees or agents of one or more of the Parties.

## “Proposal” means the cooperative research proposal submitted by the Parties to DARPA in response to the BAA SOLICITATION.

## “Sole Copyrightable Work” means a Program Copyrightable Work authored solely by employees or agents of one Party.

## “Sole Subject Invention” means a Subject Invention conceived and/or first actually reduced to practice solely by employees or agents of one Party.

## “Subject Invention” means those Inventions that: (i) arise after the award date of the Other Transaction Agreement; (ii) are conceived or first actually reduced to practice by one or more Party(s); and (iii) are specifically developed in performance of the Program.

## “Subsidiary" shall mean a corporation, company, or other entity, (i) more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company, or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists; or (ii) which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than 50% of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

## “Technical Data” means recorded information, regardless of form or the media on which it may be recorded, including computer software, which is of a scientific or technical nature generated in performance of the Program.

## “Technical Program Manager” shall mean the employee of Participant who is responsible for coordinating the technical efforts under the Program.

# Performance of Research Work Under the Other Transaction Agreement

## Each Party agrees to work towards accomplishing the goals of the Program by performing the tasks assigned to it as described in Appendix B (“Statement of Work”), in accordance with the schedule. Either Party may assist the other Party, but neither Party is to be held responsible for any failure of any other Party to make satisfactory progress or to complete its tasks.

## U.S. Government procurement regulations, audit and record keeping requirements, or the like will be as stated in the Other Transaction Agreement between the Government and the Parties. Each Party will comply with all terms and conditions imposed by the Other Transaction Agreement. This Agreement and the Other Transaction Agreement shall be construed and interpreted whenever possible to give effect to all provisions of both documents and so as to be compatible and consistent. In the event of any inconsistency, the terms of the Other Transaction Agreement shall prevail, as outlined in Article XII of the Other Transaction Agreement.

## No Party will by action or inaction do anything that would impose any oversight or audit provisions of the Other Transactions Agreement on any other Party.

2.4 XXXX shall be the Consortium Administrator.

## **Budget and Payment**

## Government and Party Contributions. The Parties expect the Government to contribute funds as set forth in the Other Transaction Agreement, contingent on the availability of funds. The Parties have contributed or will contribute those assets (in cash or in kind) listed in the Proposal, but no Party is responsible for the commitment made by the other Party.

## Invoicing. Each Party will submit invoices through the Consortium Administrator to the Government upon the basis described in the Other Transaction Agreement. All such invoices shall meet all requirements imposed by the Government.

## Payment. All payments due each Party under the Program will be paid by the Government to XXXX as the Consortium Administrator in accordance with the payment provisions of the Other Transaction Agreement. XXXX will pay to the XXXX as indicated in the Funding Schedule (Appendix E) within thirty (30) days after XXXX receives payment from the Government for the XXXX completed milestone. If for any reason the Government does not make any scheduled payment to XXXX, XXXX will have no obligation to make the corresponding payments to XXXX. In the event the Government pays less than the entire amount due for completion of the Payable Milestone, XXXX’s only obligation to XXXX will be to pay to XXXX the amount tendered by the Government. Any disputes concerning payment shall be handled in accordance with Section 9, Dispute Resolution. Payments to XXXX by the Consortium Administrator shall be made to:

APPLICABLE ADDRESS

## Federal Accounting Requirements. Each Party shall be responsible for complying with all record keeping requirements applicable to such Party set forth in the Other Transaction Agreement. Federal funds and funds counted as recipient’s cost share or match shall be used only for items that: (i) a reasonable and prudent person would incur in carrying out the Program; and (ii) are consistent with the purposes stated for the governing Congressional authorization and appropriations. No Party will become entitled to any additional funding from the Government beyond the amounts set forth above as a result of any cost overrun, unless so authorized by the Government.

## **Program Management**

## Overall Management Structure. The Program will be administered and governed by two committees, the Administrative Board and the Executive Committee. The ultimate responsibility for the Program will reside with the Administrative Board. The detailed technical direction of the Program will be performed by the Executive Committee.

## Administrative Board.

## Membership and Function. There will be an Administrative Board to oversee the Program, whose function will be to ensure the smooth administrative operation of the Program by providing a conflict resolution mechanism, and to review and approve key technical re-direction proposed by the Executive Committee. Initially, the Board will consist of the following persons:

XXXX:

XXXX:

### Administrative Board Procedures. The Administrative Board will meet at such times and places as may be convenient to the Administrative Board members. Either XXXX or XXXX may convene a meeting of the Administrative Board by notifying the other. Decisions of the Administrative Board will be by unanimous decision.

### Consortium Executive Committee.

### Membership. There will be a Consortium Executive Committee (“CEC”) to manage the Program. The CEC will consist of a Technical Program Manager, appointed by XXXX, and one person appointed by XXXX, and any other participants, such as Program subcontractors, that the Consortium Members agree should participate in the Executive Committee. Initially the following persons are designated:

Technical Program Manager:

### Responsibilities of the Executive Committee. The CEC will be responsible for overall Program management, including strategic planning, coordinating collaboration between the Consortium Members, and, in the first quarter of each Agreement year, preparing the end of phase program plan as described in the Other Transaction Agreement, progress reports and other reports for the Government. The CEC will meet in person, by non-synchronous discussion, phone or e-mail, as mutually agreed upon, at least semi-annually (hereinafter “Status Meeting”): (i) to summarize the work performed to date in a status report, (ii) discuss and resolve technical, budgetary, performance, and/or administrative issues, (iii) to review, and if necessary revise, the schedule of payable milestones, (iv) to disclose Subject Inventions as required under Article VII, “IP Protection of Subject Inventions (Patent Rights and Trade Secret Rights),” of the Other Transaction Agreement, (v) to recommend to the Consortium Member(s) particular Subject Inventions as candidates for patent applications, and (vi) to recommend to the Consortium Members any other Intellectual Property treatment deemed appropriate by the CEC such as copyright registrations, agreement on proprietary notices or nondisclosure obligations with respect to Program Intellectual Property. In the case where it is not clear whether a particular technology is developed in the course of the Program, the Government Program Manager shall be consulted. If no agreement is reached after consulting with the Government Program Manager the issue will be resolved in accordance with Article VI, “Disputes.”

### Executive Committee Decision Making. The Technical Program Manager will chair the Executive Committee meetings and will serve as the technical contact between DARPA and the Consortium Members. The members of the CEC will make technical and administrative decisions and handle disputes by mutual, unanimous agreement and consensus. This requires that each Consortium Member (or an alternate) be represented (in person or by phone) at the CEC meetings. In addition, the Government Program Manager, or his or her designee, may attend each semi-annual meeting, and other Government representatives may attend, as appropriate. The following CEC decisions shall be subject to Government approval: (i) changes to these Articles of Collaboration; (ii) changes to, or the elimination of, any Government funding allocation to any Consortium Member; (iii) technical or funding changes to the Other Transaction Agreement; and (iv) the admission, replacement or deletion of Consortium Members. If the members of the CEC are unable to resolve disputes or disagreements, they will refer such disputes to the Administrative Board.

### Consortium Administrator. XXXX will serve as Consortium Administrator of the Program. All communications between DARPA or the Government and any Consortium Member respecting management and administration of the Program will flow through XXXX; however, the other Consortium Members may communicate directly with DARPA and/or the Government on technical issues.

### Technical Program Manager. In addition to chairing the CEC meetings, the Technical Program Manager coordinating responsibilities shall include coordinating technical direction and schedule of the Program, coordinating the technical efforts of Consortium Members, creating technical reports assembled from input from Consortium Members, acting as a liaison between the Executive Board and the Administrative Board, monitoring technical progress toward payable milestones, and facilitating overall Program technical and reporting requirements on behalf of the Consortium Members.

### **Tangible Property**

### In accordance with Article XI of the Other Transaction Agreement, “Title and Disposition of Property,” title to all real property and nonexpendable tangible personal property purchased by a Party with federal funds under this Agreement is vested in the Party who purchases such property. Any tangible property produced by or on behalf of a Party with such Party’s funds (including matching or cost share funds) in connection with any work related to the Project will belong to that Party.

### **Intellectual Property**

### 6.1 Ownership

### 6.1.1 Independent Intellectual Property. Any Independent Intellectual Property and the tangible embodiments thereof, will belong solely to the Party that conceived or developed it.

### 6.1.2 Program Intellectual Property. Any Program Intellectual Property and the tangible embodiments thereof, developed solely by one Party, including but not limited to Sole Subject Inventions and Sole Copyrightable Works, will belong solely to that Party.

### 6.2 Ownership of Joint Subject Inventions. Any Joint Subject Invention shall be jointly owned, title to all patents issued thereon shall be joint, and each party shall have the right to exploit and license third parties thereunder without accounting to and without the consent of the other party.

### 6.3 Ownership of Joint Copyrightable Works. Any Joint Copyrightable Work shall be owned solely by the Party who contributed most to the authorship of the Work as determined by the CEC.

### 6.4 Employee and Contractor Agreements. Each Party represents that all employees or agents who perform work for the Program shall have executed appropriate agreements which vest sufficient Intellectual Property rights related to the Program in such Party to allow that Party to act in accordance with the terms of this Agreement.

### 6.5 Filing of Patent Applications. Inventions and patent applications shall be handled in accordance with the terms of this Section 6.5 (“Filing of Patent Applications”), subject to any Government requirements as described in the Other Transaction Agreement.

### 6.5.1 Joint Subject Inventions. For each Joint Invention, the parties will designate one party or the other as the prosecuting party. The prosecuting party shall have the right to seek or maintain protection for such Joint Invention at its own expense, and shall have full control over its preparation, prosecution and maintenance, even though title to any issuing patent will be joint. The non-prosecuting party shall have the right to seek or maintain protection for such Joint Invention in any jurisdiction not elected by the prosecuting party at its own expense, and shall have full control over its preparation, prosecution and maintenance, even though title to any issuing patent will be joint. The parties will attempt to balance the number of Joint Inventions for which each party is designated as the prosecuting party.

### 6.5.2 Sole Subject Inventions. The inventing Party will decide, in its sole discretion, whether a patent application should be filed for a particular Sole Subject Invention, or in the alternative, whether the Sole Subject Invention should be kept as a trade secret by the inventing Party. The inventing Party will file and prosecute, in such Party’s name, as applicable, and at such Party’s expense, any U.S. and foreign patent applications based on the Sole Subject Inventions.

### 6.5.3 No Disclosure. No Party shall disclose in any patent application filed by such Party, any Invention, discovery, technology or improvement owned solely by another Party which is subject to obligations of confidentiality without first obtaining the written permission of such Party.

## 6.4 Infringement Claims. Each Party shall be responsible for filing, at its own expense, any action alleging that a third party has infringed or misappropriated the Intellectual Property ownership rights of solely owned by that Party. The owner Party shall not have any obligation to file any such action, and there shall be no accounting to the other Party in the event of a favorable judgment of award in such an action. The written approval of both Parties must be obtained prior to either Party bringing suit for infringement of patents based on Joint Subject Inventions. Such approval shall be granted or denied in accordance with the then current policies of the Parties with respect to bringing a suit for infringement. If the Parties approve such an enforcement action, each Party shall share equally in the costs and expenses as well as any net recovery obtained as a result of the enforcement action, by judgment, settlement or otherwise.

## 6.5 Cross-License. In the event of a conflict between the rights granted to either Party under this Agreement, and the rights granted under the XXXX / XXXX Cross License Agreement dated DATE (the “Cross License Agreement”), the rights granted under the Cross License Agreement shall control.

## 6.6 License to Independent Intellectual Property For Program Work. Each Party hereby grants to the other Party, a limited, non-exclusive, non-transferable license to use, reproduce and modify the Independent Intellectual Property (“Independent Intellectual Property”) solely as necessary to perform such Party’s assigned tasks under the Program, as set forth on the Statement of Objectives.

## 6.7 Licenses to Program Intellectual Property

## 6.7.1 License for Program Work. Each Party hereby grants to all other Parties a limited, non-exclusive, non-transferable license to use, reproduce and modify the Program Intellectual Property owned or co-owned by such Party solely as necessary to perform the licensee Party’s assigned tasks under the Program, as set forth in the Statement of Objectives

## 6.7.2 License to Sole Copyrightable Works. Each Party hereby grants to the other Party an irrevocable, nonexclusive, worldwide, and fully paid-up license for any Sole Copyrightable Works. This license is limited to the right to make copies, prepare derivative works from, and to internally distribute, internally display, and internally perform such Copyrightable Materials and derivative works, and to sublicense Subsidiaries to do any or all of the foregoing, subject to the confidentiality provisions of this Agreement.This provision does not grant a license to any invention or know-how contained in such Program Copyrightable Works.

## 6.7.3 License to Joint Copyrightable Works. The owner of Joint Copyrightable Works hereby grants to the other Party an irrevocable, nonexclusive, worldwide, and fully paid-up license for any Joint Copyrightable Works. This license includes the rights to make copies, prepare derivative works from, and to distribute, display, and perform such Joint Copyrightable Works and derivative works, and to freely sublicense others to do any or all of the foregoing,

## 6.8 No Trademark Licenses. This Agreement does not grant any Party any license to use any trademark or service mark of any other Party.

## 6.9 Government Rights in Subject Inventions and Technical Data.

### 6.9.1Government Licenses to Subject Inventions and Technical Data. Each Party shall grant to the Government the rights to Program Intellectual Property, including but not limited to, rights in Subject Inventions and Technical Data, as further described in the Other Transaction Agreement.

### 6.9.2 Government Restrictions on Foreign Access to Technology. Each Party will cooperate with the other Party, as necessary, to assist any Party in complying with the requirements imposed on each Party under the Other Transaction Agreement relating to restrictions on the transfer of technology to foreign firms or institutions.

# 7. Confidential Information

## 7.1 Use of Confidential Information. A Party that receives Confidential Information will use it only for the purpose of performing its tasks under this Agreement and will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the recipient uses to protect its own Confidential Information of a like nature. Confidential Information to be exchanged between the parties shall be limited to that confidential information required to be exchanged to perform the Statement of Work and the Other Transaction Agreement

## 7.2 Exceptions. This Agreement imposes no obligation upon a Party that receives Confidential Information if the information: (a) was in the recipient’s possession before receipt from the discloser; (b) is or becomes a matter of public knowledge through no fault of the recipient; (c) is rightfully received by the recipient from a third party without proprietary notification; (d) is disclosed by the discloser to a third party without proprietary notification on the third party; (e) is independently developed by the recipient; or (f) is disclosed under operation of law.

7.3 It is understood that XXXX may employ independent contractors as Program Directors, Managers or Coordinators. XXXX may provide Confidential Information to such independent contractors if: 1) the independent contractor has executed a confidentiality agreement having terms at least as restrictive as those found in this Agreement; and 2) XXXX assumes liability for any breach of Section 7 of this Agreement by the independent contractor as if XXXX itself has breached.

## 7.4 A recipient’s duty to hold Confidential Information in confidence will survive for three (3) years beyond any termination or expiration of this Agreement. Upon termination or expiration of this Agreement, each Party will promptly return to the disclosing Party all such Confidential Information.

## 7.5 This Agreement does not grant any warranty, guarantee, or representation with respect to Confidential Information, except that it has the right to provide such Confidential Information. No party assumes any responsibility or liability whatsoever for any use of or reliance on information disclosed hereunder.

7.6 Residuals. The Recipient may disclose, publish, disseminate, and use the ideas, concepts, know-how and techniques, related to the Recipient's business activities, which are contained in the Discloser's Information to the extent retained in the memories of Recipient's employees who have had access to the Information pursuant to this Agreement (Residual Information), *subject to valid patents and copyrights of the Discloser*.

Nothing contained in this Section gives the Recipient the right to disclose, publish, or disseminate, except as set forth elsewhere in this Agreement:   
1. the source of Residual Information;   
2. any financial, statistical or personnel data of the Discloser; or   
3. the business plans of the Discloser.

## **8. Term and Termination**

## 8.1 This Agreement will continue in effect for WHATEVER TIME PERIOD from the Effective Date.

## 8.2 Any Party may at any time withdraw from the Program and terminate its participation in this Agreement either: (i) if its participation and performance of work assigned to such Party in the Statement of Objectives has been completed; or (ii) by giving not less than six (6) months advance written notice to the other Party.

## 8.3 The Parties acknowledge that payment of the Government contributions set forth in the Other Transaction Agreement is contingent on the availability of funds and the progress of the Program. If the Government does not pay its contribution or terminates the Other Transaction Agreement for any reason, each Party agrees to immediately withdraw from the Program and terminate their participation in this Agreement.

## **Warranties and Limitations of Liability**

## Each Party represents and warrants that it has the right and power to enter into and perform under this Agreement.

## DISCLAIMERS. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED OR CONSTRUED AS:

## A WARRANTY OR REPRESENTATION BY ANY PARTY AS TO THE VALIDITY OR SCOPE OF ANY PATENT;

## A WARRANTY OR REPRESENTATION BY ANY PARTY THAT ANY PRODUCT MADE, USED OR OTHERWISE DISPOSED OF BY MEMBER IS OR WILL BE FREE FROM INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS OF THIRD PARTIES;

## REQUIRING ANY PARTY TO FILE, SECURE, OR MAINTAIN IN FORCE ANY PATENT, PATENT APPLICATION, COPYRIGHT REGISTRATION, ANY OTHER ACT REGISTRATION EXCEPT AS MAY BE OTHERWISE REQUIRED BY THE OTHER TRANSACTION AGREEMENT;

## AN OBLIGATION THAT ANY PARTY WILL ENFORCE ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING RIGHTS RELATING TO TRADEMARKS AND TRADE NAMES, AGAINST A THIRD PARTY FOR THE BENEFIT OF THE OTHER PARTIES;

## GRANTING BY IMPLICATION, ESTOPPEL, OR OTHERWISE ANY LICENSES OR SUBLICENSE RIGHTS BY ANY PARTY NOT EXPRESSLY GRANTED PURSUANT TO THIS AGREEMENT EXCEPT AS MAY BE OTHERWISE REQUIRED BY THE OTHER TRANSACTION AGREEMENT;

## EXCEPT FOR RIGHTS EXPRESSLY GRANTED BY THIS AGREEMENT, CONFERRING ANY RIGHT TO USE IN ADVERTISING, PUBLICITY, OR OTHERWISE ANY TRADEMARK OR TRADE NAME OF ANY OF THE PARTIES; OR

## A REPRESENTATION OR WARRANTY OF ANY KIND BY ANY PARTY, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO ANY PROGRAM PRODUCT OR ANY MATERIAL DEVELOPED UNDER THIS AGREEMENT, WHETHER OR NOT IMPLEMENTED IN PRODUCTS, INCORPORATING OR CREATED BY USE OF ANY OF THE TECHNOLOGY DEVELOPED OR LICENSED HEREUNDER.

## LIMITATION OF LIABILITY. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST PROFITS), WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF A PARTY UNDER THIS AGREEMENT EXCEED THE PAYMENTS IT HAS RECEIVED HEREUNDER, UP TO THE TIME OF INCURRING SUCH LIABILITY.

## **Disputes Resolution.**

## 10.1 Disputes between the parties shall whenever possible be settled by negotiation between the parties. Any dispute not settled by negotiation shall be subject to the rights of the parties at law and equity. If the dispute is between the Government and a Party (rather than between the Parties), ArticleVI in the Other Transaction Agreement will apply.

# General

# Employees. Each Party’s employees will remain employees of that Party during any time such employees are present at any other Party’s facilities in connection with the Program and will not be considered to be employees, contractors, agents, or the like, of any other Party.

## Independent Contractor. Each Party’s efforts in relation to this Agreement will be as an independent contractor with the other Parties. Nothing in this Agreement will constitute the Parties as entering upon a joint venture or partnership. No Party is authorized to represent, act as an agent for, or bind any other Party

## Entire Agreement. This Agreement together with its Appendices and the Other Transaction Agreement sets forth the entire agreement and understanding between the Parties as to its subject matter and merges all prior discussions between them. This Agreement may only be modified in writing, which will be executed by the Party(s) to be bound.

## Export. No Party will knowingly export or re-export or cause to be exported or re-exported, directly or indirectly, any technical information, or the direct product of such technical information, or any product, that is provided by any other Party under this Agreement, to any country for which United States law requires an export license or other government approval at the time of such export without first obtaining any required license or approval.

## Force Majeure. No Party will be liable for any delay or default in performance that is caused by conditions beyond the reasonable control of the delaying or defaulting Party (including but not limited to acts of God, wars, insurrections, strikes, fires, floods, work stoppages and embargoes). Any Party may withdraw from this Agreement upon APPROPRIATE TIME PERIOD’s written notice if the delay or default of any other Party due to any such cause continues for a period WHATEVER TIME PERIOD.

## Third Party Agreements. This Agreement will not prevent any Party from entering into a similar agreement with any third party or from developing, manufacturing or selling any product or service that competes with any other Party’s products or services.

## Publicity. During the term of this Agreement, each Party will obtain the consent of the other Parties and the Government Program Manager before making any press releases or public statement pertaining to the Program or to this Agreement. This consent will not be unreasonably withheld. In addition, each Party will provide the other Parties WHATEVER TIME PERIOD days in which to review and comment on proposed scholarly publications or presentations. The publishing Party shall take into account any comments received, and shall remove any other Party’s Confidential Information that appears in the publication.

## Assignment. No Party may transfer or assign any right or obligation under this Agreement without the prior written consent of the other Party. In such event each Party shall be provided timely notification. Any attempted transfer or assignment by any Party in violation of this clause will be voidable at the option of the other Party.

## Waiver. Any waiver of any term, condition, or provision of this Agreement by a Party must be in writing. No such waiver will be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

## Governing Law. This Agreement shall be governed by the laws of the WHICHEVER STATE, without regard to THE STATE’s conflict of laws principles, and by the laws of the United States, where applicable for interpreting requirements imposed by DARPA under the Other Transaction Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement by signature of its authorized representative.

**SIGNATURES:**

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(signature) (Date)

XXXX

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(signature) (Date)

XXXX

**APPENDIX A**

OTHER TRANSACTION AGREEMENT

(See Attached)