

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING	PAGE OF PAGES 1 45	
2. CONTRACT (Proc. Inst. Ident.) NO. W15QKN-08-9-0001		3. EFFECTIVE DATE 21 May 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY JOINT MUNITIONS & LETHALITY LCMC ACQ CTR AMSML-AQ-SP SPECIAL PROJECTS GROUP BLDG 322 PICATINNY ARSENAL NJ 07806-5000		CODE W15QKN	6. ADMINISTERED BY (If other than Item 5) OFFICE OF NAVAL RESEARCH (ONRRO) CHICAGO CHICAGO REGIONAL OFFICE 230 SOUTH DEARBOR CHICAGO IL 60605-1595			CODE N62880	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ROBOTICS TECHNOLOGY CONSORTIUM INC. C/O NCMS 3025 BOARDWALK ANN ARBOR MI 48108-3230				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT net 30	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
				11. SHIP TO/MARK FOR CODE See Schedule		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH DFAS-CO/NORTH ENTITLEMENT OPERATIONS, P.O. BOX 182266 COLUMBUS OH 43218-2266	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$500,000.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER PAUL MILENKOWIC / MANAGER TEL: 973-724-5391 EMAIL: paul.milenkovic@us.army.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		21-May-2008	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001		30,000	Dollars, U.S.	\$1.00	\$30,000.00	
	GROUND ROBOTICS CONSORTIUM SUPPORT FFP FOB: Destination PURCHASE REQUEST NUMBER: AN8AA5611ANG01					
				NET AMT	\$30,000.00	
	ACRN AA CIN: AN8AA5611ANG010001					\$30,000.00
0002		23,000	Dollars, U.S.	\$1.00	\$23,000.00	
	GROUND ROBOTICS CONSORTIUM SUPPORT FFP FOB: Destination PURCHASE REQUEST NUMBER: AN7AA7531ANG01					
				NET AMT	\$23,000.00	
	ACRN AB CIN: AN7AA7531ANG010001					\$23,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		447,000	Dollars, U.S.	\$1.00	\$447,000.00

GROUND ROBOTICS CONSORTIUM SUPPORT
FFP
FOB: Destination
PURCHASE REQUEST NUMBER: AN8AA0611ANG01

NET AMT \$447,000.00

ACRN AC \$447,000.00
CIN: AN8AA0611ANG010001

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400.1120P76090000004032524S49447DWAM70754
AMOUNT: \$30,000.00
CIN AN8AA5611ANG010001: \$30,000.00

AB: 97070400.1120P77100000004032524S49447DWAM70753
AMOUNT: \$23,000.00
CIN AN7AA7531ANG010001: \$23,000.00

AC: 9780400.1120P76090000004032524S49447DWAM80561
AMOUNT: \$447,000.00
CIN AN8AA0611ANG010001: \$447,000.00

Section H - Special Contract Requirements

OTHER TRANSACTION AGREEMENT

AGREEMENT

BETWEEN

UNITED STATES ARMY JOINT MUNITIONS AND LETHALITY
LIFE CYCLE MANAGEMENT COMMAND
PHIPPS ROAD, BUILDING 10
PICATINNY ARSENAL, NJ 07806

AND

ROBOTICS TECHNOLOGY CONSORTIUM, INC. by its Agent, THE NATIONAL CENTER FOR
MANUFACTURING SCIENCES
3025 BOARDWALK
ANN ARBOR, MI 48108-3230

Agreement No.: W15QKN-08-9-0001

Total Amount of the Agreement for FY-08: \$500,000

Total Funds Obligated: \$500,000

Authority: 10 U.S.C. § 2371, Section 845 of the 1994 National Defense Authorization Act, P.L. 103-160, as amended by Section 241 of the FY 1999 Strom Thurmond National Defense Authorization Act, P.L. 105-261 and Section 822 of the FY 2002 National Defense Authorization Act, P.L. 107-107.

Note: The Parties anticipate that each of the above estimates may be increased each year based on funding availability. The above estimates represent cumulative totals.

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the U.S. Army Joint Munitions and Lethality Life Cycle Management Command (JM&L LCMC) Contracting Activity, and the Robotics Technology Consortium, Inc. by its agent The National Center for Manufacturing Sciences (NCMS), hereinafter referred to as "RTC" pursuant to and under U.S. Federal law.

FOR ROBOTICS TECHNOLOGY, INC.
CONSORTIUM

FOR UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY
JOINT MUNITIONS AND LETHALITY
LIFE CYCLE MANAGEMENT COMMAND

Richard B. Jarman, President and CEO
National Center for Manufacturing
Sciences, as agent

Paul Milenkowic, Agreements Officer

(Date)

(Date)

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ATTACHMENT 2	Annual Report Requirements-RTC Metrics
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ARTICLE I: SCOPE OF THE AGREEMENT

A. Background

In the Conference Report to the Department of Defense (DoD) Appropriations Act, 1989, the conferees noted that the Services' Robotic programs lacked coordination, and expressed the intent that "The Deputy Secretary of Defense for Tactical Warfare Programs should assume the role of focusing these technology efforts". Subsequently, in the Conference Report to the DoD Appropriations Act, 1990, the conferees directed the "consolidation of DOD-related Robotic funding into one program under the control of the Office of the Secretary of Defense (OSD)". The OSD response was to create what is now known as the Office of the Enterprise Director, Joint Ground Robotics, to provide oversight to all DoD ground Robotic stakeholders (laboratories, program offices, combat developers, etc.).

The role of the Office of the Enterprise Director is to provide guidance and direction to: (1) oversee a consolidation of efforts; (2) concentrate on establishing definitive robotics operational capabilities; and (3) pursue critical technologies to satisfy capability needs. The Office of the Enterprise Director has implemented Congressional direction by building user-oriented research and development (R&D) and acquisition efforts, and has set priorities to reduce duplicative efforts and use scarce resources more efficiently.

During FY2006, the OSD adjusted focus to remain ahead of the changing conditions brought about by greater Warfighter understanding of how to employ robotics in operational environments, and the significant advances in robotics technologies. While the fundamental mission described above remains the same, the approach has matured to one of Joint Ground Robotics Enterprise collaboration. This approach involves taking into account near-term emerging requirements and Global War on Terror (GWOT) needs, mid-term and long-term technology maturation, and greater collaboration between combat developers, laboratories, and program managers to link doctrine, technology and capability needs.

The first phase of the conversion into a Joint Ground Robotics enterprise involved synchronizing the efforts of the various government laboratories involved in the development of unmanned ground systems and technologies. This effort included linking those systems and technologies with operational capability needs, to ensure DoD investments were properly applied. This agreement expands upon this effort, through the inclusion of industry, non-profit, not for profit and academic institutions. This agreement sets out the terms and conditions between the Government and the Robotics Technology Consortium, Inc. (RTC) in developing and executing planned Joint Ground Robotics endeavors.

In response to the Market Survey dated 21 December 2007, the RTC was established at the request of the Government to facilitate the establishment of a government, industry and academic collaborative effort for the development of advances in robotics technology in support of current and future DoD requirements. Through this instrument, as defined below, the Government will work with the RTC and members of the RTC through RTC Project Agreements with those RTC Members and teams of RTC Members whose proposals are evaluated and selected by the Government through a competitive process, in response to the Government's requests for Research Project Proposals (RPP).

The Government shall determine which robotics endeavors to pursue and projects to fund. The Government shall provide the RTC, through its authorized agent, calls for proposals and the RTC, through its authorized agent, shall make those calls available to RTC Members who will then decide whether to submit proposals in response to such calls and, if so, will prepare their individual proposal(s) or will individually establish a team comprised of RTC Members to prepare a team proposal(s). These RTC member proposals will be submitted to the RTC's agent, the CAO, for transmission to the Government. The Government shall be solely responsible for evaluation and selection of proposals for project funding from among the proposals submitted. Once it receives notification of selection of a project for funding, the RTC by its agent will enter into a Project Agreement with the RTC member entity or team whose proposal was selected by the Government through this competitive process. The RTC agent shall execute and administer the award and Project Agreement and the Government's designated Technical Manager will supervise the technical work performed by the RTC Member(s) whose proposals are selected for funding by the Government.

B. Definitions

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

"Agreement" or "OTA" refers to the Section 845 Other Transaction Agreement between the Government and the Robotic Technology Consortium, Inc. by its agent the National Center for Manufacturing Sciences (NCMS), Agreement No. W15QKN-08-9-0001.

"Agreements Officer (AO)" is the JM&L LCMC Contracting Activity warranted Contracting Officer authorized to sign the final agreement for the Government.

"Agreements Officer Representative (AOR)" is the individual designated by the Government on a per project basis to monitor all technical aspects and assist in agreement administration of the specific project.

"Consortium Administrative Organization (CAO)" refers to the agent acting on behalf of the Robotics Technology Consortium, Inc. to execute and administer the efforts under the Other Transaction Agreement for this program as defined in the specific agency agreement entered into between the RTC and the CAO. The current CAO is the National Center for Manufacturing Sciences (NCMS). The CAO may be replaced by the RTC.

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

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

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

"Effective Date" means the date when this Agreement is signed and executed by the Agreements Officer for the Government. Pre-Agreement costs during the period from and including April 1, 2008, to the effective date of this Agreement, that would have been allowable and allocable shall be allowable costs under this Agreement.

"Executive Committee" refers to the Executive Committee of the Robotics Technology Consortium Inc., which is appointed by the RTC Board of Directors.

"Government" means the US Government and its departments and agencies.

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

"Joint Ground Robotic Enterprise (JGRE)" means the Office of the Under Secretary of Defense (OSD) organization created to oversee a consolidation of joint robotics efforts, concentrate on establishing definitive robotics capabilities and pursue critical technology to satisfy capability needs. The JGRE is also the program management office for this overall effort. The JGRE includes an array of stakeholders involved in the development of unmanned ground systems and related technologies. These stakeholders include DoD organizations, other government agencies, industry and academic institutions. The efforts of these organizations are synchronized by the OSD Office of the Enterprise Director (Enterprise Director).

“JM&L LCMC Contracting Activity” means the Joint Munitions and Lethality Life Cycle Management Command Contracting Activity who is designated by OSD as the lead Government organization in charge of executing the Program.

“Milestone” means a scheduled event signifying the completion of a major deliverable or a set of related deliverables.

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

“Office of the Enterprise Director” means the Office of the Under Secretary of Defense organization created to oversee a synchronization of joint robotics efforts, concentrate on establishing definitive robotics capabilities and pursue critical technology to satisfy capability needs.

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

“Parties” means Government and the RTC by its authorized agent where collectively identified and “Party” where each entity is individually identified.

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

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

“Program Manager” means the Technical Administrator for the Program (located at the OSD) responsible for Government oversight of the RTC OTA program.

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

"Project Agreement Holder (PAH)" means the RTC member entities or team of member entities issued a Project Agreement by the RTC.

"Project Milestone and Payment Instruction (PMPI)" means that Government document to be issued to the RTC reflecting the Government's decision to select and fund all or part of a particular proposal submitted by an RTC member or team of RTC members through the RPP process described in this Agreement at Article I.C and Attachment 1, which PMPI shall establish the scope of work, terms and conditions for performance and payment and include the RTC member proposal selected for Government project funding.

Robotics Technology Consortium, Inc.” or “RTC” means the Delaware nonprofit organization organized and operated for charitable, educational and scientific purposes within the meaning of and formed under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The RTC is the open consortium formed by industry and academia comprised of Traditional and Nontraditional Defense Contractors, including small and large (other than small) businesses, for profit; and not for profit entities, and academic research institutions, established at the request of the Government and in response to the Government’s December 21, 2007 Market Survey to facilitate the establishment of a government, industry and academic collaborative effort for the development of advances in robotics technology in support of current and future DoD requirements. As directed by the Government, membership in the Corporation shall be limited to U.S. companies, firms, organizations, institutions or other entities organized or existing under the laws of the United States, its territories, or possessions (as defined in Section 120.15 of International Traffic in Arms Regulations, 22 C.F.R. §120 *et seq.*) . Membership to a foreign government or to a foreign person (as defined in Section 120.16 of International Traffic in Arms Regulations, 22 C.F.R. §120 *et seq.*) shall be granted on a case-by-case basis at the sole discretion of the Corporation upon a request by the U.S. Government.

RTC Board of Directors means the Board of Directors appointed or elected by the RTC Members and its parent organization, the NCMS.

“RTC Executive Committee” is the executive committee established by the RTC Board of Directors, comprised of Traditional and Nontraditional Defense Contractors, including small and large businesses, for profit and not for profit entities, and academic research institutions.

“RTC Members” means the Nontraditional and Traditional Defense Contractors, including small and large businesses, for profit and not for profit entities, and Academic Research Institutions that are members in good standing of the RTC.

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

“Technical Advisory Board (TAB)” means the specifically established OSD group comprised of engineers, researchers, and managers from the JGRE community at large. The TAB membership consists of the most technologically experienced and knowledgeable people in terms of ground robotics. The primary mission of the TAB is to assess the maturity of ground robotics technologies and map ground robotics technologies to warfighter (Joint, Service, and Combatant Commanders) capability needs. The role of the TAB Industry Team Members from the Robotics Technology Consortium, Inc. is to participate in the TAB Process as directed by the Government.

“Technical Manager” means the Government’s technical administrator for the each individual project (as designated by the Government's Office of the Enterprise Director) responsible for Government oversight.

“TAB Process” refers to the process by which proposed ground Robotics technologies are assessed for criticality, technology maturity and technology development/maturation risk by submitting fully completed data sheets which address a variety of technical areas.

C. Scope

The Government in conjunction with the RTC shall perform a coordinated research and development program designed to develop prototype ground Robotics technologies. Under this agreement and associated awards and RTC Project Agreements, the Government, along with the non-government members from the RTC, shall perform coordinated planning and research and development prototype efforts designed to encompass the following as it relates to unmanned ground systems:

- Technology Development and Maturation: Will include efforts toward developing and maturing ground robotics technology from its current level of maturity up to and including demonstrations of that technology’s performance in an operationally relevant environment such that desired

- performance and design characteristics are met.
- Performance Improvement: Will include efforts toward increases in ground robotics physical and operational performance such that ground robotic systems are enabled with enhanced levels of ability (e.g., enhanced speed, operating distance, mission life, lift capacity, self-protection, mobility, etc.)
 - Autonomous Tactical Behavior Development: Will include efforts toward the creation and establishment of algorithms, software code, sensor suites, etc. that will enable ground robots to perform increasingly sophisticated tactical tasks at greater and greater levels of autonomy.
 - Standard Maturation and Evolution: Will include efforts toward developing Standards (formal agreements for the design, manufacture, testing, and performance of technologies) which are a key enabler of interoperability. Standards must be developed, and matured, to keep pace with the rapidly evolving functional application of unmanned system technologies, while avoiding standards that are duplicative or at cross purposes with other Departmental needs. In addition to interoperability, such standards shall also promote product quality assurance, further DoD commercial acquisition goals, conserve DoD resources, support the US industrial base, and promote dual use technology.
 - Mission Equipment Package Integration: Will include efforts toward promoting and guiding technology development to meet joint requirements and promote ground as well as air and maritime component interoperability. Optimize best features of prior/ongoing/future research efforts into standard systems and components that can easily be ported to and among robotic platforms DoD –wide.
 - Technology Transition Preparation: Will include efforts toward facilitating integration and ensuring the success of transfer of technologies to ongoing programs, projects and initiatives. Provide, as appropriate for the specific technology, the applicable documentation, certifications, and artifacts that will assist in the transfer of technology to the intended recipient.

As defined by the TAB process and the need for the desired research areas or as other government needs may arise, the Government will issue Requests for Research Project Proposals (RPPs) to the CAO as agent of the RTC. The CAO will in turn, issue a similar request to the RTC members (statement of objectives, etc.) including the evaluation factors upon which the Government will evaluate each request and select a proposal(s) for performance. The individual RTC Members will then decide whether to submit proposals in response to such calls and prepare their individual proposal(s) or will individually establish a team comprised of RTC Members to prepare a team proposal(s). These RTC Member proposals will be submitted to the RTC's agent for review for completeness and format compliance under the RPP. The CAO will transmit the RTC Member proposals to the Government. The Government shall be solely responsible for evaluation and selection of proposals for project funding from among the proposals submitted. Projects will be selected for funding by the Government to the RTC based on the merits of the proposals received in response to the Government announcement and the requirements for each project. The Government shall issue a Project Milestone and Payment Instruction (PMPI) to the RTC. Once it receives the PMPI, the RTC by its agent will enter into a Project Agreement with the RTC Member or team of Members whose proposal was selected for funding by the Government through this competitive process. The RTC agent shall execute and administer the Government funded OTA project and the RTC Project Agreement entered into with the RTC Members selected by the Government. The Government's designated Technical Manager for the specific project will supervise the technical work performed by the RTC Member(s) selected.

Phase I (FY '08): See Attachment I for information on initial year TAB Process, RPP request and submission process, selection process and execution thereof estimated at \$500,000 (\$53,000 for Phase Ia and \$447,000 for Phase Ib).

The RTC shall not proceed into Phase Ib or make any expenditures relating to Phase Ib unless and until the RTC receives written notice to proceed into Phase Ib by the AO.

Phase II (FY '09 – FY '15): Annual participation in the following years in the TAB Process, RPP request and submission process, selection process and execution thereof estimated at \$170M. See Attachment I for details.

The RTC shall not proceed into Phase II or make any expenditures relating to Phase II unless and until the RTC receives written notice to proceed into Phase II by the AO.

D. Goals/Objectives

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

- Leverage insights obtained via collaborative planning between Government and the RTC members so that the Government is better informed on technologies emerging from the private sector and industry achieves greater understanding of emerging DoD operational needs that can be addressed with ground robotic solutions.
- Deliberately mature specified emerging technologies to the point of demonstrating the technology in an operationally relevant environment.
- Improve the performance of specified ground robotics technologies to achieve advancements in attributes such as reliability, range, speed, service life, perception, etc.
- Advance ground robotics technologies to achieve greater levels of tactical autonomy such that entire tactical behaviors can be performed under human supervision vice direct human control.
- Advance the development of relevant standards to enable interoperability, sub-system and component inter-changeability, and affordable pricing.
- Pursue the development and integration of mission equipment packages on robotics platforms to increase the range of missions robotics systems can perform.
- Conduct research, including development and maturation of ground robotics technologies in a manner that enables effective transition of the technology to programs of record via early consideration of life cycle support aspects (affordability, manufacturability, sustainment, training, etc.)
- Effectuate the Government's goal of ensuring the facilitation and ease of entry of small and non-traditional companies, academia, etc. into the ground robotics defense market through the establishment of the RTC as an open consortium with access to participate in the TAB process and proposals to the Government for consideration, selection, funding and performance.

E. Reports

- Quarterly reports, due the end of the first full week of each quarter, will be submitted by the CAO to the AO, providing the status of each metric included in Attachment II. The status provided will reflect the past quarter, and the cumulative status for the current government fiscal year.
- Annual Technical Reports: The CAO shall submit an Annual Technical Report to the AO with a notification letter to the AOR for the respective project. Annual technical reports are required for projects that are more than one year in duration. This report will provide a concise and factual discussion of significant accomplishment(s) and progress during the year covered by the report. Each of the topics described below shall be addressed for the project performed:
 - i. A comparison of actual accomplishments with the goals and objectives of the project established for the period.
 - ii. Reasons why established goals and objectives were not met, if appropriate.

- iii. A cumulative chronological list of written publications in technical journals. Include those in press as well as manuscripts in preparation and planned for later submission. Indicate likely journals, authors and titles.
- iv. Papers presented at meetings, conferences, seminars, etc.
- v. New discoveries, inventions or patent disclosures and specific applications stemming from the individual project provided that such disclosure shall not compromise the rights of the inventor.
- vi. RTC Membership list.

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

ARTICLE II: TERM

A. The Term of this Agreement

The Program commences upon the date of the last signature hereon and continues for eighty-four (84) months. If at any time funds expended exceed the face value prior to the expiration of the term, the Parties have no obligation to continue performance and may elect to cease their efforts at that point. Total funds obligated to this Agreement are reflected on the cover page and will be increased annually as appropriated, and mutually agreed upon. Provisions of this Agreement, which, by their express terms or by necessary implication, apply for periods of time other than specified in Article II herein, shall be given effect, notwithstanding this Article.

B. Termination Provisions

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

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

- (1) Stop work and direct its PAHs to stop work as specified in the notice.
- (2) Place no further Project Agreements or orders (referred to as orders in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the OTA or project.
- (3) Terminate all orders to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the AO, all right, title, and interest of the RTC under the orders terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the AO, settle all outstanding liabilities and termination settlement proposals arising from the termination of orders; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the AO, obtain from the PAH(s) under the terminated portion of the Agreement a transfer of title to the following where applicable and deliver to the Government --
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and

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

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

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

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

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

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

The proceeds of any transfer or disposition of project property will be applied to reduce any payments to be made by the Government under that particular project, including credited to the price or cost of the work, or paid in any other manner directed by the AO.

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

ARTICLE III: MANAGEMENT OF THE PROJECT

A. The Robotics Technology Consortium Inc. (RTC)

The Robotics Technology Consortium Inc. ("RTC"), as defined in this Agreement, was formed to provide the Government advice in developing and executing ground robotics endeavors and to perform robotics research and development or prototype projects selected by the Government. Every Member in this RTC is independent of the other, and there is no affiliation between the RTC members within the definition of 13 C.F.R. 121.103 of the Federal Small Business Regulations and no such affiliation is intended either by the formation or implementation of this RTC consortium. Members of the RTC formed at the Government's request as of the date of this Agreement are listed in Exhibit 1.

As appointed by the RTC Board, the CAO has the authority to execute this Other Transaction Agreement (OTA) on behalf of the RTC and has the responsibility for day to day overall administration of this Agreement, subject to the supervision of the RTC Board.

B. The following RTC decisions are subject to JM&L LCMC Contracting Activity approval:

1. Changes to the RTC Bylaws if such changes substantially alter the relationship of the Parties as originally agreed upon when the OTA was executed;
2. Changes to, or elimination of, any JM&L LCMC Contracting Activity funding allocation to any RTC Member as technically and/or financially justified.

C. Management and Project Structure

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

The RTC selects and appoints an agent for this OTA to provide a single point of contact between the RTC, the Government and the respective designees. This RTC agent is to be called the Consortium Administrative

Organization or CAO. The CAO, acting with guidance from the RTC Executive Committee, shall be responsible for the overall day to day management of the RTC under this OTA, including technical, programmatic, reporting, financial, administrative and contractual matters. The CAO shall provide an updated list of RTC members to the AO annually.

The RTC Board of Directors competitively selected the National Center for Manufacturing Sciences (NCMS), a Section 501(c)(3) nonprofit organization to act as the initial agent of the RTC, and has entered into an agency agreement with NCMS authorizing NCMS to enter into this OTA as agent, engage in overall day to day management of the RTC under the guidance of and as designated by the RTC Board of Directors, and to administer Projects and Project Agreements required for performance under this OTA.

As established by funded projects under the OTA, the Enterprise Director shall fully participate in the appropriate program technical meetings held by the RTC. Other Government personnel as deemed appropriate by the Enterprise Director may also participate in the technical portion of these meetings.

D. Modifications

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

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

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

ARTICLE IV: AGREEMENT ADMINISTRATION

Unless otherwise provided in this Agreement, approvals permitted or required to be made by the JM&L LCMC Contracting Activity may be made only by the JM&L LCMC Contracting Activity Agreements Officer. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the parties:

JM&L LCMC: Marion A. Doyle, Agreements Officer
United States Army Joint Munitions and Lethality Life Cycle Management
Command
AMSML-AQ-SP, Bldg. 322
Picatinny Arsenal, NJ 07806
(973) 724-7465
marion.doyle@us.army.mil

RTC: Susan Mills, Director of Accounting
National Center for Manufacturing Sciences as agent for the Robotics
Technology Consortium
3025 Boardwalk
Ann Arbor, MI 48108-3230
(734) 995-7039
susanm@ncms.org

Richard Jarman, President and CEO
National Center for Manufacturing Sciences as agent for
The Robotics Technology Consortium
3025 Boardwalk
Ann Arbor, MI 48108-3230
(734) 995-4075
richardj@ncms.org

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

JGRE: Ellen Purdy, Enterprise Director
OUSD (AT&L)/PSA, LW&M
Department of Defense (DoD)
3090 Defense Pentagon, Room 5C756
Washington, DC 20301-3090
(703) 693-9617
ellen.purdy@osd.mil

RTC: Charles Ryan, Vice President of Technology
National Center for Manufacturing Sciences as agent
for the Robotics Technology Consortium
3025 Boardwalk
Ann Arbor, MI 48108-3230
734-995-4905
chuckr@ncms.org

RTC Technical Committee Chair
[Name and Contact Information for Chair to be provided upon RTC
membership election and appointment.]

Technical Manager: Technical Manager will be designated by the Government
on a per project basis.

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

Administrative Agreements Officer (AAO):
Joshua Kabisch
Office of Naval Research, Chicago Region
230 South Dearborn, Room 380
Chicago, IL 60607-1595
(312) 886-2172
Joshua.Kabisch@navy.mil

Cognizant Defense Contract Audit Agency Office:
Great Lakes Branch Office

38701 Seven Mile Road, Suite 460
Livonia, MI 48152

Cognizant Defense Finance and Accounting Service Office:

DFAS Columbus Center North
DFAS-CO/North Entitlement Operations
P.O. Box 182266
Columbus, OH 43218-2266

Agreements Officer Representative (AOR): AOR will be designated by the Government on a per project basis.

ARTICLE V: OBLIGATION AND PAYMENT

A. Obligation

Except as specified in Article VII: Disputes, the Government's liability to make payments to the RTC is limited only to those funds obligated under this Agreement or by modification to the Agreement. The JM&L LCMC Contracting Activity may incrementally fund this Agreement. If modification becomes necessary in performance of this Agreement, pursuant to Article V of this Agreement, the AO and the RTC shall establish and execute a revised Schedule of Payable Milestones consistent with the current Project Plan.

B. Pre-Agreement Costs

Allowable costs under this Agreement shall include all costs incurred by the Contractor in connection with the work covered by the FY'08 TAB Process during the period from and including 1 April 2008 to the date of this Agreement, as would have been allowable and allocable pursuant to the terms of this Agreement as if this Agreement had been in effect during said period; provided, however, that such costs shall not in the aggregate exceed \$53,000 unless such amount is increased in writing by the Agreements Officer (which amount is included in the estimated cost(s) of this Agreement).

C. Project Payment

The detailed instructions for project payments will be included in Project Milestone and Payment Instructions to be issued by the Government on a project by project basis.

B. Payments -

In addition to any other financial reports provided or required, the CAO shall notify the JM&L LCMC Contracting Activity AO immediately if any contribution from the RTC is not made as required.

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

Payable Milestones: The CAO as agent of the RTC shall segregate and track all individual project costs separately, shall document the accomplishments of each Payable Milestone under each OT project and shall compile such documentation for inclusion in the RTC's Payable Milestones Report, which shall be submitted or otherwise provided to the Government as established on a per project basis. The CAO as agent of the RTC shall submit

invoices for processing to the designated Agreements Officer Representative (AOR), identified for each project, for payment approval via the Wide Area Work Flow (WAWF) system, according to the guidelines set forth in DFARS Subpart 232.70 and DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. Payments will be made by Defense Finance and Accounting Service, DFAS- Columbus Center North, DFAS-CO/North Entitlement Operations.

Electronic Fund Transfer: The CAO as agent of the RTC must initiate enrollment of the RTC in EFT by contacting the paying office designated in the Agreement and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the CAO, as agent of the RTC and the RTC's financial institution, and returned to the paying office. The paying office will complete the process and notify the CAO as agent of the RTC that EFT enrollment is complete. All payments under this agreement will be held until the CAO provides the required EFT enrollment information for the RTC. The CAGE Code and DUNS number for the CAO, National Center for Manufacturing Sciences (NCMS), as CAO of the RTC are as follows: CAGE Code: OLW56; DUNS number: 180035768. Registration in CCR is mandatory.

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

Advance Payments: On a per project basis, advance payments may be approved by the AO. If the AO has approved advance payments, there will be a requirement to establish a separate interest bearing account. If advance payments are authorized, the agreement should require the CAO as agent of the RTC to have the particular Project Agreement Holder (PAH) set up and maintain funds in a separate interest bearing account unless one of the following applies:

- (1) The PAH receives less than \$120,000 in Federal awards per year;
- (2) The best reasonably available interest bearing account would not expect to earn interest in excess of \$250 per year on such cash advances;
- (3) The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources for the project; or
- (4) The advance payments are made one time to reduce financing costs for large up-front expenditures and the fund will not remain in the PAH's account for any significant period of time.

Where a separate interest bearing account is set up, interest earned should be remitted annually to the Administrative Agreements Officer (AAO). The AAO shall forward the funds to the responsible payment office, for return to the Department of the Treasury's miscellaneous receipts accounts.

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

Financial Records and Reports: The CAO on behalf of the RTC shall maintain adequate records to account for Federal funds received under this Agreement and shall maintain adequate records to account for RTC Project Agreement funding provided under this Agreement, should cost sharing procedures be implemented for funding a particular project. The CAO and RTC relevant financial records are subject to examination or audit on behalf of the JM&L LCMC Contracting Activity by the Government for a period not to exceed three (3) years after expiration of the term of the Agreement. The CAO on behalf of the RTC shall ensure that, for each project, the PAH's relevant financial records are available and subject to examination or audit on behalf of the JM&L LCMC Contracting Activity for a period not to exceed three (3) years after final payment of the PAH's project. The AO or designee shall have direct access to sufficient records and information of the CAO, RTC and PAHs to ensure full accountability for all funding under this Agreement. Such audit, examination or access shall be performed during

business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party. Any audit required during the course of the program may be conducted by the Government using Government auditors or, at the request of RTC on behalf of a PAH, by the PAH's external CPA accounting firm at the expense of the Project Participant.

Receipt of Payment: In accordance with ARTICLE IV: AGREEMENT ADMINISTRATION, the CAO will receive funds from the Government for the RTC and deposit such funds in a deposit account opened by the CAO acting as an agent for the RTC.

ARTICLE VI: COST SHARING

Cost Sharing is not required under this Other Transaction Agreement. Where both Parties agree, cost sharing may be considered on a per project basis under terms and conditions to be agreed to by the Parties.

ARTICLE VII: DISPUTES

A. General

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

B. Dispute Resolution Procedures

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

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

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

If requested within thirty (30) calendar days of the Center Director's decision, further review will be conducted by the Chair of the RTC Board and the JM&L LCMC Director of Contracting. In the event of a decision, or in absence of a decision within sixty (60) calendar days of referral to the Chair of the RTC Board and the JM&L LCMC Director of Contracting (or such other period as agreed to by the parties), either party may pursue any right or remedy provided by law, including but not limited to the right to seek extraordinary relief under Public Law 85-804. Alternatively, the parties may agree to explore and establish an Alternate Disputes Resolution procedure to resolve this dispute.

C. Limitation of Liability and Damages

In no event shall the liability of the RTC, or the RTC PAH, RTC member entity or any other entity performing research activities under a Project Agreement issued by the RTC under this Agreement, exceed the funding such entity has received for their performance of the specific OTA project under which the dispute arises.

No Party shall be liable to any other Party 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; Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.

The Government does not contemplate any unusually hazardous risks being associated with the projects to be performed under this OTA, however, the Government will consider going forward with a request for special indemnification or the inclusion of specially negotiated liability provisions where a project, as identified by the Government or by the RTC on behalf of the PAHs or proposing RTC member entity(ies), may pose a risk of such nature. -

ARTICLE VIII: CONFIDENTIAL INFORMATION

8.1 Definitions

8.1.1 "Disclosing Party" means RTC, on its own behalf or on behalf of the CAO, RTC PAHs or RTC member entities, or the Government who discloses Confidential Information as contemplated by the subsequent Paragraphs.

8.1.2 "Receiving Party" means RTC, on its own behalf or on behalf of the CAO, RTC PAHs or RTC member entities, or the Government who receives Confidential Information disclosed by a Disclosing Party.

8.1.3 "Confidential Information" means information and materials of a Disclosing Party which are designated as confidential or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. "Confidential Information" includes any information and materials considered a Trade Secret by the RTC on its own behalf or on behalf of the CAO, RTC member entities or PAHs. "Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -

- (a) The owner thereof has taken reasonable measures to keep such information secret; and
- (b) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the public.

8.2 Exchange of Information: The Government may from time to time disclose Government Confidential Information to the RTC for use by the CAO, RTC member entities or PAHs in connection with the TAB process or particular projects, and the RTC or CAO on behalf of the CAO, RTC member entities or PAHs may from time to time disclose information that is Trade Secret or Confidential Information to the Government in connection with the OTA, an OTA project proposal, Project Milestone and Payment Instruction, Project Agreement, or performance thereunder. Neither the Government nor RTC on behalf of the RTC member entities or PAHs nor the CAO shall be

obligated to transfer Confidential Information or Trade Secrets independently developed by the Government or the RTC member entities or PAHs or the CAO absent an express written agreement between the Parties providing the terms and conditions for such disclosure.

8.3 Confidentiality and Authorized Disclosure: The Receiving Party agrees, to the extent permitted by law, that Confidential Information and Trade Secrets shall remain the property of the Disclosing Party (no one shall disclose unless they have the right to do so), and that, unless otherwise agreed to by the Disclosing Party, Confidential Information and Trade Secrets shall not be disclosed, divulged, or otherwise communicated by it to third parties or used by it for any purposes other than in connection with specified project efforts and the licenses granted in Article X, Patent Rights, and Article XI, Data Rights, provided that the duty to protect such "Confidential Information" and "Trade Secrets" shall not extend to materials or information that:

- (a) Are received or become available without restriction to the Receiving Party under a proper, separate agreement,
- (b) Are not identified with a suitable notice or legend per Article entitled "Confidential Information" herein,
- (c) Are lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
- (d) Are or later become part of the public domain through no fault of the Receiving Party,
- (e) Are received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
- (f) Are developed independently by the Receiving Party without use of Confidential Information or Trade Secrets as evidenced by written records,
- (g) Are required by law or regulation to be disclosed; provided, however, that the Receiving Party has provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

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

8.5 Term: The obligations of the Receiving Party under this Article shall continue for a period of five (5) years after the expiration or termination of this Agreement.

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

ARTICLE IX: PUBLICATION AND ACADEMIC RIGHTS

9.1 Use of Information.

Subject to the provisions of Article VIII, Confidential Information, and Article IX, Publication and Academic Rights at paragraph 9.2, the RTC designated PAHs and the Government shall have the right to publish or otherwise disclose information and/or data developed by the Government and/or the respective RTC PAHs under the Research Project. The RTC through its designated PAHs and the Government (and its employees) shall include an

appropriate acknowledgement of the sponsorship of the Research Projects by the Government and the RTC PAHs in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and Confidential Information or Trade Secrets in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph 9.1, alone, to disclose any Confidential Information or Trade Secrets of the Government or the RTC on behalf of other RTC PAHs or RTC member entities or the CAO.

9.1 Publication or Public Disclosure of Information

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

9.1.1 Classified Research Projects.

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

9.1.2 Review or Approval of Technical Information for Public Release.

- (a) At least 30 days prior to the scheduled release date RTC on behalf of its PAHs shall submit to the Government Technical Manager two copies of the information to be released.

The Government Technical Manager is hereby designated as the approval authority for the AO for such releases.

- (b) Where the RTC has Academic Research Institutions performing fundamental research on campus as PAHs, the RTC shall require such PAHs to provide papers and publications for provision to the Government Technical Manager for review and comment 30 days prior to formal paper/publication submission. However, if that Academic Research Institution incorporates into its research results or publications artifacts produced by and provided to these institutions by the RTC on behalf of other (non-educational institution) RTC PAHs (or has authors listed on the paper who are not employees or students of the Academic Research Institution) then the procedures in PARAGRAPH (a) ABOVE must be followed.

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

“Effort sponsored by the U.S. Government under Other Transaction number W15QKN-08-9-0001 between the Robotics Technology Consortium, Inc, and the Government. The US Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”

- (d) Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

“The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government.

The RTC shall flowdown these requirements to its PAHs, at all tiers.

- 9.1.3 **Notices.** To avoid disclosure of Confidential Information or Trade Secrets belonging to an RTC member entity or PAH and/or the Government and the loss of patent rights as a result of premature public disclosure of patentable information, the RTC agrees to require that any PAH that is proposing to publish or disclose such information provide advance notice to the RTC and identify such other parties as may have an interest in such Confidential Information or Trade Secrets. The RTC shall notify such parties at least thirty (30) calendar days prior to any PAH's submission for publication or disclosure, together with any and all materials intended for publication or disclosure relating to technical reports, data, or information developed by the parties during the term of and pursuant to this Agreement. The Government must notify the RTC of any objection to disclosure within this thirty (30) day period, or else the PAH, shall be deemed authorized to make such disclosure.
- 9.1.4 **Filing of Patent Applications.** During the course of any such thirty (30) calendar day period, the RTC, on behalf of any RTC member entities to whom such Confidential Information or Trade Secrets belong, and/or the Government shall provide notice to the AO as to whether it desires that a patent application be filed on any invention disclosed in such materials. In the event that a RTC member entity to whom such Confidential Information or Trade Secrets belong and/or the Government desires that such a patent be filed, the RTC (and through it, the RTC PAH) or the Government proposing to publish or disclose such materials agrees to withhold publication and disclosure of such materials until the occurrence of the first of the following:
- (a) Filing of a patent application covering such invention, or
 - (b) Written agreement, from the AO and the RTC (on behalf of the RTC member entity to whom such Confidential Information or Trade Secrets belong) that no patentable invention is disclosed in such materials.
 - (c) Further, during the course of any such thirty (30) calendar day period, the RTC shall notify the AO and the Government if there is any RTC member entity that believes any of its Confidential Information or Trade Secrets have been included in the proposed publication or disclosure and shall identify the specific Confidential Information or Trade Secrets that need to be removed from such proposed publication. The Government and the RTC on behalf of the PAH proposing the publication or disclosure of such materials agrees to remove from the proposed publication or disclosure all such Confidential Information or Trade Secrets so identified by the RTC.

ARTICLE X: PATENT RIGHTS

A. Definitions

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

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

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

"Subject invention" means any invention of the RTC's PAH conceived or first actually reduced to practice in the performance of work under this Agreement.

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

B. Allocation of Principal Rights

The RTC's PAH shall retain the entire right, title, and interest throughout the world to each subject invention consistent with the provisions of this Article, and 35 U.S.C § 202. With respect to any subject invention in which the PAH retains title, the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the subject invention throughout the world. The PAH may elect to provide full or partial rights that it has retained to other parties.

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

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

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

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

4. After considering the position of the RTC on behalf of the PAH, a request for extension of the time for disclosure election, and filing under this Article IX, paragraph C, may be approved by JM&L LCMC Contracting Activity, which JM&L LCMC approval shall not be unreasonably withheld.

D. Conditions When the Government May Obtain Title

Upon the AO's written request to the CAO, the RTC shall obtain from the PAH and convey to the Government title to any subject invention under any of the following conditions:

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

2. In those countries in which the PAH fails to file patent applications within the times specified in paragraph C of this Article X, Patent Rights; provided, that if the PAH has filed a patent application in a country after times specified in paragraph C of this Article X, Patent Rights, but prior to its receipt of the written request by the Government through the RTC, the PAH shall continue to retain title in that country; or

3. In any country in which the PAH decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a subject invention.

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

The Parties agree that:

1. The RTC's PAH shall retain a non-exclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the RTC on behalf of the PAH fails to disclose the invention within the times specified in paragraph C of this Article X, Patent Rights. PAH's license extends to the domestic (including Canada) subsidiaries and affiliates, if any, of the PAH within the corporate structure of which the PAH is a party and includes the right to grant licenses of the same scope to the extent that RTC PAH was legally obligated to do so at the time the project under the Agreement was funded. The license is transferable only with the approval of the Government, except when transferred to the successor of that part of the business to which the invention pertains. Government approval for license transfer shall not be unreasonably withheld.
2. The RTC's PAH domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 404. This license shall not be revoked in that field of use or the geographical areas in which the PAH has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Government to the extent the PAH, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the Government shall furnish the RTC, and the RTC shall forward to the PAH, a written notice of the Government's intention to revoke or modify the license, and the RTC on behalf of the PAH shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

F. Action to Protect the Government's Interest

1. The RTC agrees to require inventing PAHs to execute or have executed and promptly deliver to the Government all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the PAH elects to retain title, and (ii) convey title to the Government when requested under paragraph D of this Article X, Patent Rights, and to enable the Government to obtain patent protection throughout the world in that subject invention.
2. The RTC agrees to require, by written agreement, that employees of the PAH working on program projects, other than clerical and non technical employees, agree to disclose promptly in writing, to personnel identified as responsible for the administration of patent matters and in a format acceptable to the RTC, each subject invention made under this Agreement in order that the RTC on behalf of the PAH can comply with disclosure provisions of paragraph C of the Article X, Patent Rights, and to execute all papers necessary to file the patent applications on the subject invention and to establish the Government's rights in the subject invention. The RTC shall instruct their PAHs and PAH employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The RTC shall notify the Government of any PAH's decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than thirty (30) calendar days before the expiration of the response period required by the relevant patent office.
4. The RTC's PAH 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 U.S. Government support under Agreement No. W15QKN-08-9-0001 awarded by the U.S. Army Joint Munitions and

Lethality Life Cycle Management Command (JM&L LCMC) Contracting Activity to the Robotics Technology Consortium, Inc. The Government has certain rights in the invention.”

G. Lower Tier Agreements

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

H. Reporting on Utilization of Subject Inventions

The RTC agrees to submit, during the term of the Agreement, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the RTC's PAHs 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 RTC's PAHs, and such other data and information as the agency may reasonably specify. The RTC also agrees to provide additional reports as may be requested by the Government in connection with any march-in proceedings undertaken by the Government in accordance with paragraph J of this Article X, Patent Rights. Consistent with 35 U.S.C. § 205, the Government agrees it shall not disclose such information to persons outside the Government without permission of the RTC on behalf of the PAHs.

I. Preference for American Industry

Notwithstanding any other provision of the Article X, Patent Rights, the RTC agrees that RTC shall require its PAHs not to grant to any person the exclusive right to use or sell any subject invention in the United States or Canada unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention shall be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by the RTC on behalf of the PAH that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

J. March-in Rights

The RTC agrees that, with respect to any subject invention in which its RTC's PAH has retained title, the Government has the right to require the RTC to obtain and grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the RTC refuses such a request, the Government has the right to grant such a licensee itself if the Government determines that:

1. Such action is necessary because the RTC's PAH or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve practical application of the subject invention;
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the RTC's PAH, assignee, or their licensees;
3. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the RTC's PAH, assignee, or licensees; or
4. Such action is necessary because the Agreement required by paragraph (I) of this Article X, Patent Rights, has not been obtained or waived or because a licensee who has the exclusive right to use or sell any subject invention in the United States is in the breach of such Agreement.

K. Opportunity to Cure

Certain provisions of this Article X, Patent Rights, provide that the Government may gain title or license to a subject invention by reason of RTC's action, or failure to act, within the times required by this Article X, Patent

Rights. Prior to claiming such rights (including any rights under Article X, Paragraph J. March-In Rights), the Government will give written notice to RTC of the Government's intent, and afford RTC on behalf of the PAH a reasonable time to cure such action or failure to act. The length of the cure period will depend on the circumstances, but in no event will be more than sixty (60) days. RTC on behalf of the PAH may also use the cure period to show good cause why the claiming of such title or right would be inconsistent with the intent of this Agreement in light of the appropriate timing for introduction of the technology in question, the relative funding and participation of the parties in the development, and other factors.

L. Background Information

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

M. Survival Rights

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

ARTICLE XI: DATA RIGHTS

This is a Data Rights Clause specifically tailored for this OTA to address respective rights of the Government and RTC on behalf of its actual or prospective RTC PAHs to such Data as is owned, developed, to be developed or used by an actual or prospective RTC member entity or PAH (1) as identified in a RTC member entity(ies) proposal submitted to the Government through the CAO in response to a competitive Government OTA call for proposals, and (2) when such proposal is selected by the Government for funded performance and the Project Agreement is issued by the RTC to that RTC member entity for performance of such Government OTA project.

A. Definitions

1. "Commercial Computer Software" as used in the Article is defined in DFARS 252-227-7014(a)(1) (Jun 1995).
2. "Commercial Computer Software License" means the license terms under which commercial computer software and Data (as defined in this OTA) is sold or offered for sale, lease or license to the general public.
3. "Computer Data Base" as used in this Agreement, means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
4. "Computer program" as used in this Agreement means a set of instructions, rules, or routines in a form that is capable of causing a computer to perform a specific operation or series of operations.
5. "Computer software" as used in this Agreement means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled. Computer software does not include computer data bases or computer software documentation.
6. "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
7. "RTC PAH Data" as used in this Article means Data developed or made by and in the course of performing identified assigned tasks by any PAH.

8. "Data" as used in this Article of the Agreement, means computer software, computer software documentation, form, fit and function data, and technical data as defined in this Article.

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

10. "Government purpose rights" means the rights to use, modify, duplicate or disclose the "Data" licensed with such rights under this OTA within the Government for United States Government purposes only; and to release or disclose data outside the Government to any authorized persons pursuant to an executed non-disclosure agreement for such persons use, modification, or reproduction for United States Government purposes only. United States Government purposes include Foreign Military Sales purposes. Under this Agreement, the period of Government purpose rights shall be no less than ten (10) years and during such time the RTC member entity or PAH developing or providing such Data to the Government with government purpose rights shall have the sole and exclusive right to use such Data for commercial purposes. In the event this Data is used to perform another project issued to that RTC member entity or PAH under this OTA during this ten (10) year period, the period of government purpose rights shall be extended an additional ten (10) years starting with the date of completion of performance of the additional project.

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

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

13. "Specially Negotiated License Rights" are those rights to Data that have been specifically negotiated between the Government and the RTC on behalf of the member entity or PAH whose proposal is selected by the Government under a call for proposals issued under the OTA.

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

15. "Unlimited rights" means the rights to use, modify, duplicate, 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.

B. Data Categories

1. Category A is the Data developed and paid for totally by private funds, or the RTC member entity's or PAH's (or its subcontractor's) IR&D funds and it is Data to which the RTC member entity or PAH (or its subcontractor) retains all rights. Category A Data shall include, but not be limited to,

(a) Data as defined in this Article and any designs or other material provided by the RTC member entity or PAH for a project under this Agreement which was not developed in the performance of work under that project, and for which the RTC member entity or PAH retains all rights.

(b) Any initial Data or technical, marketing, or financial Data provided at the onset of the project by any of the RTC member entities or PAHs. Such Data shall be marked "Category A" and any rights to be provided to the Government for such Data under a specific project shall be as identified in the proposal submitted to the Government and included into the Government OT Project Milestone and Payment Instruction and CAO issued Project Agreements.

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

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

(a) the Government will have Government Purpose License Rights in Data developed exclusively with Government funds under a project funded by the Government under this OTA that is:

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

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

(iii) Data created in the performance of the OTA that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

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

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

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

(b) The Government shall have unlimited rights in Data

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

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

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

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

(2) Government purpose rights and the RTC PAH's exclusive right to use such Data for commercial purposes under such contract or subcontract has expired.

(c) However, any Data developed outside of this OTA whether or not developed with any Government funding in whole or in part under a Government agreement, contract or subcontract shall have the rights

negotiated under such prior agreement, contract or subcontract; the Government shall get no additional rights in such Data.

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

4. The parties to this Agreement understand and agree that the RTC shall have its PAHs stamp all documents in accordance with this Article and that the Freedom of Information Act (FOIA) and Trade Secrets Act (TSA) apply to Data.

C. Allocation of Principal Rights

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

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

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

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

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

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

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

4. Each proposal submitted by the RTC on behalf of an individual or team of RTC member entities or PAH in response to a Government call for proposals under this OTA shall include a list of the Category A, B and C Data to be used or developed under the proposal if selected. Rights in such Data shall be as established under the terms of this Agreement, unless otherwise asserted in the proposal and agreed to by the Government. The AO will incorporate the list of Category A, B and C Data and the identified rights therefor in the award document.

Following issuance of an OT Project Milestone and Payment Instruction and subsequent RTC issuance of the Project Agreement to the Government selected RTC member entity(ies) (the PAH), the RTC on behalf of the PAH shall update the list to identify any additional, previously unidentified, Data if such Data will be used or generated

in the performance of the funded work. Rights in such Data shall be as established under the terms of this Agreement, unless otherwise asserted in a supplemental listing and agreed to by the Government.

D. Marking of Data

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

Use, duplication, or disclosure is subject to the restrictions as stated in the _____ Agreement between the U.S. Government and the Robotics Technology Consortium Inc., Agreement No. W15QKN-08-9-0001, Project YYYYYY and the RTC Project _____ Agreement with_ [insert name of company] No. _____.

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

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

The Government shall have unlimited rights in all unmarked Data. In the event that an RTC member entity or PAH learns of a release to the Government of its unmarked Data that should have contained a restricted legend, the RTC on behalf of the member entity or PAH will have the opportunity to cure such omission going forward by providing written notice to the AO within 30 days of the erroneous release.

E. Copyright

The RTC on behalf of the PAHs reserves the right to protect by copyright original works developed under this Agreement. All such copyrights will be in the name of the individual PAH(s). The RTC PAH(s) hereby grant to the U.S. Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed under this agreement, and to authorize others to do so.

In the event Data is exchanged with a notice indicating that the Data is protected under copyright as a published, copyrighted work and it is also indicated on the Data that such Data existed prior to, or was produced outside of this Agreement, the Party receiving the Data and others acting on its behalf may reproduce, distribute, and prepare derivative works for the sole purpose of carrying out that Party's responsibilities under this Agreement with the written permission of the Copyright holder.

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.

The RTC PAHs are responsible for affixing appropriate markings indicating the rights of the Government on all Data delivered under this Agreement.

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

F. Data First Produced by the Government:

As to Data first produced by the Government in carrying out the Government's responsibilities under this OTA and which Data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if obtained from the RTC on behalf of any RTC member entity or PAH, such Data will, to the extent permitted by law, be appropriately marked with a suitable notice or legend and maintained in confidence by the RTC and any RTC member entity or PAH to whom disclosed for a period of three (3) years after the development

of the information, with the express understanding that during the aforesaid period such Data may be disclosed and used by the RTC or any RTC member entity or PAH, including its respective employees or subcontractors of any tier, (under suitable protective conditions) by or on behalf of the Government for Government purposes only.

G. Prior Technology

G.1 Government Prior Technology: In the event it is necessary for the Government to furnish the RTC or any RTC member entity or PAH, including their respective employees or their subcontractors of any tier, with Data which existed prior to, or was produced outside of this Agreement, and such Data is so identified with a suitable notice or legend, the Data will be maintained in confidence and disclosed and used only for the purpose of carrying out their responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of non-disclosure agreements by RTC (their PAHs, PAH subcontractors of any tier and their respective employees) to whom such Data is provided for use under the OTA. Upon completion of activities under this Agreement, such Data will be disposed of as requested by the Government.

G.2 RTC and RTC Member Entity Prior Technology: In the event it is necessary for the RTC or any RTC member entity or PAH to furnish the Government with Data which existed prior to, or was produced outside of this Agreement, and such Data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such Data is so identified with a suitable notice or legend, the Data will be maintained in confidence and disclosed and used by the Government and such Government Contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of non disclosure agreements by such Government Contractors or contract employees. Neither the RTC nor any RTC member entity nor PAH shall be obligated to provide Data that existed prior to, or was developed outside of this Agreement to the Government. Upon completion of activities under this Agreement, such Data will be disposed of as requested by the RTC on behalf of itself or member entities or PAHs.

G.3 Oral and Visual Information: If information which the RTC (including RTC member entities, PAHs, their subcontractors of any tier and their respective employees) considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is expressly disclosed orally or visually directly to the Government, the exchange of such information must be memorialized in tangible, recorded form and marked with a suitable notice or legend, and furnished to the Government within thirty (30) calendar days after such oral or visual disclosure, or the Government shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information. Upon Government request, additional detailed information about the exchange will be provided subject to restrictions on use and disclosure.

G.4 Disclaimer of Liability: Notwithstanding the above, the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:

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

(b) Information contained in any Data for which disclosure and use is restricted under Article VIII entitled "Confidential Information" above, 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 RTC or any RTC member entity or PAH has furnished, or is required to furnish to the Government without restriction on disclosure and use.

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

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

I. Lower Tier Agreements

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

J. Survival Rights

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

ARTICLE XII: FOREIGN ACCESS TO TECHNOLOGY AND EXPORT CONTROL

1. Foreign Access to Technology

This Article XII shall remain in effect during the term of the OTA and the awards issued under this Agreement.

A. Definition

- a) "Foreign Firm or Institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, any agency or instrumentality of a foreign government; and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.
- b) "Know-How" means all information including, but not limited to discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.
- c) "Technology" means discoveries, innovations, Know-How and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, maskworks, and copyrights developed under this Agreement.

B. General

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

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

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

(i) sales of products or components, or

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

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

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

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

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

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

d) In the event a transfer of Technology to Foreign Firms or Institutions which is NOT approved by the government takes place, the RTC shall (a) refund to the Government those funds paid under this OTA for the development of the Technology and (b) obtain from the PAH and provide to the Government a non-exclusive, nontransferable, irrevocable, paid-up license to practice or

have practiced on behalf of the United States the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request of the Government, the RTC shall obtain and provide written confirmation of such licenses.

D) Lower Tier Agreements

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

2. Export Control

A. Export Compliance.

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

B. Flowdown.

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

ARTICLE XIII: TITLE AND DISPOSITION OF PROPERTY

A. Definitions

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

B. Title to Property

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

ARTICLE XIV: CIVIL RIGHTS ACT

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

ARTICLE XV: NO SMALL BUSINESS AFFILIATION

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

ARTICLE XVI: ANTITRUST

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

ARTICLE XVII: ASSIGNMENT OF AGENCY

- 15.1 Assignment. Neither this AGREEMENT nor any rights or obligations of any party hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other party except that it is agreed that RTC may assign this AGREEMENT to the successors or assignees of a substantial portion of RTC's business interests to which this AGREEMENT directly pertains without prior written consent.
- 15.2 The parties recognize that NCMS has been appointed as agent of the RTC to execute the OTA and execute and administer projects and Project Agreements under this OTA. NCMS' CAGE Code, DUNS number and CCR registration are being used for issuance and execution of this OTA. Accordingly, the parties agree that in the event the RTC votes to change its agent, the OTA can be modified to provide for such change in agency, CAGE Code DUNS number and CCR registration, with the approval of the Government, which approval shall not be unreasonably withheld.

ARTICLE XVIII: ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) the Agreement; (2) Attachments to the Agreement; (3) the Project Agreement documentation (including but not limited to the PMPI and the RTC member entity proposal selected for funding by the Government). In any event, specifically negotiated project agreement terms will govern over general terms of this Agreement.

ARTICLE XIX: EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to

the subject matter hereof. This Agreement may be revised only by written consent of the RTC's CAO and the JM&L LCMC Contracting Activity Agreements Officer designated in this Other Transaction Agreement.

ATTACHMENT I
STATEMENT OF WORK

I. Phase I (FY 08 Effort)-

Phase Ia - Technology Advisory Board Support Task

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

- * the proposed technology to be further developed
- * the technology applicability to Joint Capability Areas and component tasks
- * a self-assessment of the technology maturation in accordance with defined Technology Readiness Levels
- * a self-assessment of the criticality of the technology to achieving an unmanned solution to the applicable capability/component tasks in accordance with defined criticality metrics
- * a self-assessment of the risk associated with maturing the technology in accordance with defined maturation risk metrics
- * additional data items as indicated in the technology data sheet format

The RTC membership will elect individuals from RTC member companies and organizations to serve as Industry representatives on the TAB along with representatives from Government laboratories. The Industry representatives will:

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

The TAB process for Phase 1a is initiated during the 3rd quarter of the FY 08 Fiscal year. For Phase 2 (FY 09 and following), the TAB process is initiated during the 1st quarter of the government fiscal year. An updated list of the Joint Capability Areas, and associated mission areas, is provided at this time and serves as the focus for developmental efforts for the following year. The RTC will submit the proposed technologies, including the self-assessments, to the TAB working groups in the format described above. Technologies will be assigned the criticality rating based on how critical that technology is to providing an unmanned system to the Warfighter to address that need. The RTC representatives on the TAB will be prepared to answer as best they can any additional questions asked by the Government representatives on the TAB.

The RTC representatives on the TAB will also provide comments on technology proposals developed internal to DoD to include informing the government as to any additional insights that may impact the submitted assessments associated with mapping to capability areas, criticality, technology readiness level, risk, etc.

The TAB-vetted Government and Industry submitted concepts are merged to produce a consolidated technology portfolio. This consolidated plan will be forwarded to the Joint Staff and JGRE O6 Council for further review and prioritization. Based solely on this subsequent determination by Government personnel, selected research areas shall be selected for calls for proposals.

In addition to participating in the TAB planning and assessment process, the RTC will support an annual review of the performance of all RTC Projects under this OTA through a joint Government-Industry Ground Robotics Senior Steering Group. This Steering Group will be comprised on the Government side of representatives at the flag officer level from each service and will be co-chaired by the Office of the Secretary of Defense. The Chair of the RTC Executive Committee will serve as the industry Co-Chair to the Joint Government-Industry Ground Robotics Senior Steering Group and the RTC will appoint four representatives to serve as counterparts to the Government representatives. The review will consist of a brief status report of the performance of each project the RTC is executing in that given year. The review will also address the aggregate performance under the OTA such as percentage of projects on schedule and within budget as well as those that have deviated from planned schedules and costs. The review will also address the metrics as identified in this Agreement at Attachment II, as well as any potential additional use of the OTA by the Services and other Government organizations directly for their internally funded efforts.

Level of Effort:

- Devise the process and procedures to solicit technology concept submissions from RTC members and provide training to Members on such processes and procedures
- Solicit, collect, process, and organize Member responses for submission to the Government
- Devise the processes and procedures for selecting Industry representatives to serve on the TAB
- Solicit nominations and organize an election, in accordance with the processes and procedures established, to select Members to serve on the TAB
- Training and orientation of RTC-elected representatives on TAB processes and procedures
- Participate in the TAB proceedings
 - facilitating the presentation and review of the RTC members' data sheets to TAB personnel, including describing the technologies and rationale behind the self-assessments and answering any questions.
 - Review and comment on the fully assembled spreadsheet that captures data sheets from each working group inclusive of both RTC and government generated technology submits

II. Phase Ib - Selection, Funding and Performance of Projects to be Performed by RTC Members.

Once the Government identifies those technology concepts it seeks to pursue under the OTA, the Government shall issue calls for proposals to the CAO, as agent of the RTC, for each research area to be funded. The CAO as agent of the RTC shall distribute the calls for proposals to the RTC Members. Each RTC Member shall then determine whether to submit any proprietary proposals individually or in conjunction with one or more other RTC Members under the terms and conditions of separate teaming agreements to which the RTC is not a party. The CAO, under the oversight of the RTC Executive Committee, will review the proposals for completeness and conformity with format requirements laid out in the call for proposals. The CAO will forward all RTC Member proposals to the Government for its evaluation and competitive selection process. The Government shall select the proposals it will fund. The Government will define specific execution details (to include a project SOW, any unique or tailored terms and conditions, and terms for payment) in a Project Milestone and Payment Instruction that will be issued to the CAO. The CAO shall enter into Project Agreements for the work selected by the Government for funding with the RTC Members whose proposals have been selected by the Government. The CAO, acting as agent of the RTC, shall be responsible for the Project Agreement administration of the work funded, while the Government-designated Technical Manager shall be responsible for technical management of each project funded, overseeing performance of the PAHs under the project, and reviewing and approving deliverables and milestone payments.

PHASE II (FY 09 through FY 15)

1. Technology Advisory Board Support efforts as described in Phase I above will be repeated annually.
2. Selection, Funding and Performance of Projects to be Performed by RTC Members:

Once the Government identifies those technology concepts it seeks to pursue under the OTA, the Government shall issue calls for proposals to the CAO, as agent of the RTC, for each research area to be funded. The CAO as agent of the RTC shall distribute the calls for proposals to the RTC Members. Each RTC Member shall then determine whether to submit any proprietary proposals individually or in conjunction with one or more other RTC Members under the terms and conditions of separate teaming agreements to which the RTC is not a party. The CAO, under the oversight of the RTC Executive Committee, will review the proposals for completeness and conformity with format requirements laid out in the call for proposals. The CAO will forward all RTC Member proposals to the Government for its evaluation and competitive selection process. The Government shall select the proposals it will fund. The Government will define specific execution details (to include a project SOW, any unique or tailored terms and conditions, and terms for payment) in a Project Milestone and Payment Instruction that will be issued to the CAO. The CAO shall enter into Project Agreements for the work selected by the Government for funding with the RTC Members whose proposals have been selected by the Government. The CAO, acting as agent of the RTC, shall be responsible for the Project Agreement administration of the work funded, while the Government-designated Technical Manager shall be responsible for technical management of each project funded, overseeing performance of the PAHs under the project, and reviewing and approving deliverables and milestone payments.

3. Annual Project Review:

In addition to participating in the TAB planning and assessment process, the RTC will support an annual review of the performance of all RTC Projects under this OTA through a joint Government-Industry Ground Robotics Senior Steering Group. This Steering Group will be comprised on the Government side of representatives at the flag officer level from each service and will be co-chaired by the Office of the Secretary of Defense. The Chair of the RTC Executive Committee will serve as the industry Co-Chair to the Joint Government-Industry Ground Robotics Senior Steering Group and the RTC will appoint four representatives to serve as counterparts to the Government representatives. The review will consist of a brief status report of the performance of each project the RTC is executing in that given year. The review will also address the aggregate performance under the OTA such as percentage of projects on schedule and within budget as well as those that have deviated from planned schedules and costs. The review will also address the metrics as identified in this Agreement at Attachment II, as well as any potential additional use of the OTA by the Services and other Government organizations directly for their internally funded efforts.

ATTACHMENT II
REPORT REQUIREMENTS

RTC Metrics

- Does RTC engage a sufficiently broad segment of the innovators, developers, suppliers and integrators within the Robotic industry?
 - % traditional defense companies
 - % small companies
 - % non-traditional companies
 - % academic research institutions
 - % 2nd & 3rd tier suppliers

- How is business distributed among RTC members? Are small and non-traditional companies successful in winning DoD Ground Robotic business?
 - \$ value awarded to small companies
 - \$ value awarded to non-traditional companies
 - \$ value awarded to academic research institutions
 - Number of partnering activities within RTC members to execute task awards
 - Number of tasks executed solely by small companies
 - Number of tasks executed solely by non-traditional companies
 - Number of tasks executed solely by academic research institutions
 - Number of new small and non-traditional companies joining RTC after initial start up and on an annual basis due to perceived value to them

- Is RTC providing greater insights into and awareness of ground Robotic technologies emerging from the private sector?
 - Number of technologies proposed by RTC members that were approved by government for future investment
 - \$ value awarded to RTC members for technologies proposed via RTC input

- Is RTC managed in a manner perceived as “fair” by RTC members such that “full and open” competition is realized?
 - Do RTC members perceive their proposals were evaluated fairly by government personnel and process such that award meets fair and open competition obligations?

ATTACHMENT III
SCHEDULE OF PAYMENTS AND PAYABLE MILESTONES

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

EXHIBIT 1

THE ROBOTIC TECHNOLOGY CONSORTIUM MEMBERS
(Current as of 2008)

INSERT NAME AND ADDRESS OF EACH MEMBER