

Expeditionary Missions Consortium - Crane Membership Agreement

Advanced Technology International (ATI) has established the Expeditionary Missions Consortium (EMC) – Crane to support Naval Surface Warfare Center, Crane Division (NSWC Crane) for prototype projects and basic, applied, or advanced research projects in support of Expeditionary Missions. Membership in the EMC - Crane is open to all U.S.-based companies, innovators, research institutions and academic institutions guiding, conducting or using research and prototype development in the areas including, but not limited to: Verification and Validation, Artificial Intelligence/Machine Learning, Multispectral Sensing, Design Assurance, Outreach and Standards, Materials and Processes, Manufacturing Technology, Modeling and Simulation, Spectrum Warfare Technologies, and Expeditionary Warfare Technologies.

EMC² does not currently require any membership dues or assessments. Members may terminate membership at any time by written notice to ATI. Membership may be terminated upon written notice to a Member for failure to comply with the Membership Obligations contained herein. The relationship of the Members established by this Membership Agreement is that of independent contractors. Nothing contained herein shall be construed to (i) give any of the Members hereto the power to direct or control the day-to-day activities of another Member hereto, (ii) constitute the Members as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow any of the Members hereto to create, discharge or assume any obligation on behalf of another Member hereto for any purpose whatsoever. Each Member retains the right to engage independent research and activities that may compete with, or be contrary to, the goals of the Consortium.

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

- Promote collaboration with Government customers and other Members related to Expeditionary Missions Technologies to include, but not limited to, potential research through Project Awards;
- Provide customer support for members throughout the lifecycle of the project development process (training, guidance and process facilitation of the solicitation, award, and project execution phases);
- When appropriate file with the U.S. Attorney General and the Federal Trade Commission changes in membership in accordance with the provisions of the National Cooperative Research Act of 1993;
- Manage the finances of the Consortium;
- Host periodic collaborative, membership meetings, as needed; and
- Support potential research and development projects by providing customer support for Members throughout the lifecycle of the technology development process (training, guidance and process facilitation of the solicitation, award, and project execution phases).

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

- Be a U.S.-based firm or institution organized or existing under the laws of the United States, its territories, or possessions. For the purposes of this Consortium Membership Agreement, any agency or instrumentality of a foreign government shall not be granted Membership.
- Not be barred or suspended from contracting with or receiving funds from the U.S. Government;
- Clearly demonstrate in their membership application that they are capable of making a contribution in Expeditionary Missions Technologies and other relevant subject, technology, and capability domains as may be required in order to fully support the needs of the U.S. Government.
- Contribute their respective talents and resources to the Consortium for activities such as periodic meeting attendance, committee and subcommittee participation, and other activities as may be appropriate;
- Be current (no greater than 60 days past due) on membership dues, once they are implemented. Only Members who are current on dues will be permitted to respond to solicitations for project awards;
- Maintain an active Military Critical Technical Data Agreement (Form DD 2345) certification with the U.S./Canada Joint Certification Office, Defense Logistics Information Service;
- Not transfer membership to any third party;
- Comply with all applicable export control laws and regulations of the United States, including the Arms Export Control Act (“AECA”), the International Traffic in Arms Regulations (“ITAR”), the Export Administration Regulations (“EAR”), and other U.S. Government directives related to export control; and
- Comply with all applicable U.S. antitrust laws.
- Abide by the terms of this Consortium Membership Agreement and the EMC – Crane Base Agreement.