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ARTICLES OF COLLABORATION

**CYBER SECURITY (CS)
CONSORTIUM**

DRAFT

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FOR THE

CYBER SECURITY (CS) CONSORTIUM

In response to the Cyber Security (CS) Collaborative research Alliance (CRA) Program Announcement

These Articles of Collaboration (herein after referred to as the "Articles") are entered into by and among the following Parties:

Lead Research Organization (Consortium Lead Member):
(Completed at Proposal Submission)

Consortium Members:
(Completed at Proposal Submission)

HEREINAFTER the Lead Research Organization and Consortium Members collectively are referred to as the "Consortium." The Consortium, Army Research Laboratory (ARL) and Other Government Agencies (OGA) constitute the "Alliance".

WHEREAS, the Parties have complementary research interests and desire to engage in cooperative fundamental research in the area of Cyber Security (CS), to advance the fundamental understanding of cyber phenomena, including aspects of human attackers, cyber defenders, and end users, so that fundamental laws, theories, and theoretically grounded and empirically validated models can be applied to a broad range of Army domains, applications, and environments — and have entered into the CS Collaborative Research Alliance (CRA) Cooperative Agreement (hereafter known as the "Cooperative Agreement") with the Army Research Laboratory (ARL),

WHEREAS, the Cooperative Agreement identifies the roles and responsibilities of the Consortium Members (hereafter known as "Members"), including the Members' desire to cooperate, contribute resources and perform specified tasks and the Members anticipation of receiving funding from ARL for that purpose under the authority of 10 U.S.C. § 2358; and,

WHEREAS, the Cooperative Agreement will include these executed Articles of Collaboration as an attachment, and the Members' desire to be bound together by these Articles of Collaboration (the "Articles") as a Consortium, in accordance with the National Cooperative Research and Production Act of 1993 (15 USC 4301 et seq.) as applicable and the Cooperative Agreement; and,

WHEREAS, the Members hereby establish the "Consortium" to engage in a collaborative research effort of limited duration and the Consortium will exist for the duration of the time specified in the Cooperative Agreement. This Consortium is established pursuant to the Army Research Laboratory's CS CRA Program Announcement competition and award. The goal of the Consortium is to provide creative, innovative, and flexible approaches to collaborative research efforts, the aim of which are to advance the theoretical foundations of cyber science in the context of Army networks.

DRAFT

NOW THEREFORE, the Members agree as follows:

ARTICLE 1 CONSORTIUM MEMBERSHIP AND MANAGEMENT

1.1 Consortium Membership

Consortium Membership, as outlined in the Cooperative Agreement, consists of the Lead Research Organization (the "LRO"), and the other Consortium Members.

The Consortium acknowledges the membership role that "covered educational institutions", as defined by the Fiscal Year 2010 Department of Defense Authorization Act, Public Law 111-84, will play as outlined in the Cooperative Agreement, to include the Initial Program Plan (IPP) and the subsequent Annual Program Plans (APP). Moreover, the Members acknowledge the expected participation of the BAA Partner, the opportunity for international involvement, subawardee(s) and possible involvement of Federally Funded Research and Development Centers (FFRDCs) and National Laboratories, as identified by the Cooperative Agreement.

1.2 Consortium Management

Program management duties and responsibilities are outlined in Article 3 of the Cooperative Agreement. Each Member is an equal partner, having one vote per Member on the Consortium Management Committee (CMC) to support programmatic and management-related activities and decisions. All matters submitted to the CMC for a vote will be decided by a simple majority, with the LRO deciding a tie.

ARTICLE 2 CHANGES IN CONSORTIUM MEMBERSHIP

For purposes of Article 2, "days" means calendar days.

Consortium Members acknowledge that the Consortium Membership may change during the course of the CS CRA. Thus, the Consortium Members agree:

2.1 Resignation of the Lead Research Organization. The LRO, due to its extensive role and involvement, will be required to provide a minimum 180 days notice of its intent to resign or withdraw from the Consortium. Written notification by the LRO of its intent to resign or withdraw must be made at the quarterly CMC Meeting at which time, the 180 day period of succession will begin. Over the next 180 days, the LRO will make diligent effort to transfer its assigned Consortium tasks and results to the Members and the new LRO. Voting of a new LRO will take place within 30 days of notice of the LRO's intent to resign or withdraw, at which time designation of a new LRO will be accomplished by a simple majority vote of the CMC. First consideration to this replacement will be given to remaining Members. If a successor LRO cannot be found within the remaining Members (*e.g.*, the remaining Members are unwilling or unqualified), the Members will seek out, investigate, negotiate with, and approve an LRO from outside the Consortium. In all cases, the Collaborative Alliance Manager (CAM) will participate in the transition/approval process. The CMC will meet as frequently as every 30 days during the succession period of the LRO in an effort to make a smooth transition. Actual and reasonable costs incurred, including non-cancellable commitments before the effective date of resignation or withdrawal and not incurred expressly in anticipation of the action, may be paid to the resigning Member. The resigning Member shall provide a replacing Member with a royalty free, nontransferable, non-exclusive license to use its Consortium Intellectual Property solely for the performance of the transferred research tasks and results.

2.2 Resignation of Other Consortium Members. Any Member (except the LRO) may resign without penalty or risk from the Consortium at will upon thirty (30) days prior written notice to the CS CRA Program Manager. During the 30 day notice period, the resigning Member shall conclude its efforts in an orderly manner so as not to adversely impact the Consortium objectives. Actual and reasonable costs, incurred including non-cancellable commitments before the effective date of resignation or withdrawal and not

DRAFT

incurred expressly in anticipation of the action, may be paid to the resigning Member. A resigning Member shall make diligent effort to transfer its assigned Consortium tasks and results to the Member(s), if any, designated by the CMC to replace the resigning Member in performing such tasks. In the event such transfer effort extends beyond the 30-day period, then upon approval of the CS CRA Program Director, actual and reasonable costs properly incurred in order to affect the transfer and not incurred expressly in anticipation of the action may be paid to the resigning or withdrawing Member. The resigning Member shall provide a replacing Member with a royalty free, nontransferable, non-exclusive license to use its Consortium Intellectual Property solely for the performance of the transferred research tasks and results.

2.3 Removal of a Member. The CMC may by a simple majority vote, remove a Member from the Consortium with a thirty (30) day written notice to that Member for any of the following reasons:

- a) if that Member is not performing the tasks assigned to it under the Cooperative Agreement;
- b) if that Member commits a significant violation of these Articles;
- c) if that Member is not reasonably cooperating with the Consortium and its Members in activities contemplated by these Articles; or
- d) if, due to the length of the proposed period of performance, including option years, the program or direction of research evolves such that a Member's expertise no longer fits the program requirements.

Should a Member be removed, all actual and reasonable costs incurred by the Member up to and including the date of removal may be reimbursed, only if those costs are not incurred expressly in anticipation of the action.

2.4 Addition of New Members/Change in Membership Status. - The CMC may admit new members or change an existing Member's status (e.g., Member to LRO or vice versa) to the Consortium, subject to the approval of the CAM, as it relates to the CS CRA program. The admission of a new member or the change in status of a member shall become effective upon:

- a) A simple majority vote of the CMC;
- b) Written approval by the CAM of the potential new member or the change in status of an existing member;
- c) Execution by the new member of an amendment to these Articles signifying their participation, or in the case of the change in existing membership status, executing an amendment, as appropriate, to these articles recognizing their new status;
- d) The new member becoming a signatory to the Cooperative Agreement with all amendments effective at the time of becoming such; and
- e) ARL executing an amendment to the Cooperative Agreement to show the addition of the new member or change in status of an existing Member.

2.5 Addition of the BAA Member - The BAA Member, once identified by the Government, will be admitted to the Consortium, as it relates to the CS CRA program. The admission of the BAA Member shall become effective upon:

- a) Execution by the BAA Member of an amendment to these Articles signifying their participation, , as appropriate, to these articles recognizing their new status;
- b) The BAA Member becoming a signatory to the Cooperative Agreement with all amendments effective at the time of becoming such; and
- c) ARL executing an amendment to the Cooperative Agreement to show the addition of the BAA Member.

ARTICLE 3 FINANCIAL, PERSONNEL, FACILITIES AND REPORTING RESPONSIBILITIES

3.1 Financial Responsibilities - Through execution of these Articles, the Members authorize the LRO to receive and disburse Agency funds on behalf of the Consortium. The LRO may elect to retain the services of an outside Financial Manager or other qualified entity to assist in this role. The LRO shall document Consortium performance through the issuance of a consolidated monthly report to the CAM. Consortium Members are responsible for timely submission of appropriate documentation to the LRO to allow for the

DRAFT

generation of this report. Members recognize that failure to do so may result in payment delays or reductions in program funding. The IPP and the APP will serve as the baseline for funding disbursements. Funding disbursement is dependent upon the availability of ARL funding. It is understood that the Government's liability to make payments to the Consortium is limited to only those funds obligated under the Cooperative Agreement. Individual Members are responsible for the distribution of funds to their respective subawardees.

All salary and travel costs associated with the rotation of Government personnel will be borne by the Government. All salary and travel costs associated with staff rotations of Consortium members will be funded under the Cooperative Agreement or may be provided by the Consortium member as cost-share.

3.2 Personnel Responsibilities- Each Member shall make a good faith effort to provide those personnel identified in their respective proposal for the execution of research tasks as defined therein and subsequently in the Program Plans. This commitment shall include, but not be limited to:

3.2.1 The ability to conduct research at an ARL facility or any Member facility.

3.2.2 The ability to make available, reasonable and adequate office facilities and administrative support (telephone, personal computer, etc.) for Consortium Members, as well as ARL personnel, performing research or technology transfer related activities at Consortium Member facilities. Anything above and beyond access to reasonable and adequate office facilities and administrative support is subject to negotiation and shall be reflected in the Program Plans.

3.3 Facilities. The Members are committed to making available identified facilities for the execution of research tasks as defined in their CS CRA Proposal and the Program Plans. Such availability shall include, but not be limited to, reasonable facilities access for Alliance Members to support research and development efforts at the Member's facility, at times and places agreed to in advance so as not to disrupt other work. A schedule of such facilities usage shall be included in the Program Plans. Changes to this schedule shall be made with written notification to and approval of the CAM. This schedule should also include any costs for such facilities usage that are expected to be born under the Cooperative Agreement. By signing these Articles, the Members agree to comply with all the applicable safety, environmental, security and operational regulations and policies while performing CS CRA efforts at an Alliance host facility.

3.4 Reporting Responsibilities – Consortium Members acknowledge the program reporting requirements set forth in the Cooperative Agreement. The LRO, through its role in the CMC, is responsible for submitting these reports to ARL. Report contents are totally dependent upon timely and accurate submissions from the Consortium Membership. As a result, all Consortium Members pledge to exercise a good faith effort to submit timely and accurate report data as necessary.

ARTICLE 4 INTELLECTUAL PROPERTY

For purposes of Article 4, Consortium Members and Subawardees are defined as "Participants."

Success of the CS CRA is dependent on the establishment and maintenance of a collaborative research environment that encourages and facilitates the sharing of intellectual property while providing adequate protection of ownership rights. Per the Cooperative Agreement, the United States Government (USG) shall obtain "Government Purpose Rights" to Intellectual Property developed in the course of performing under the Cooperative Agreement. (see 37 CFR Part 401, 32 CFR 32.36, and 32 CFR 34.25 included by reference in the Cooperative Agreement).

Participants will cooperate with ARL in all reasonable respects to perfect the USG's rights. "Government Purpose Rights" do not include commercial application. Participants recognize the emphasis of the CS CRA on the transition of basic research to the military and other USG applications. Thus, the Participants will cooperate with ARL in transferring or otherwise making available rights to Consortium Intellectual Property for USG purposes.

DRAFT

4.1 Intellectual Property – “Intellectual Property” refers to intangible personal property to include, but not limited to, copyright, patents and patent applications, trademarks, technical data and software rights.

4.2 Consortium Intellectual Property – “Consortium Intellectual Property” means that Intellectual Property made or created by a Participant in the course of performing tasks under the CS CRA Cooperative Agreement with Consortium funding, which includes ARL funding or Consortium cost share recognized in the subject Cooperative Agreement. The referenced tasks shall be those tasks that are specified in the Cooperative Agreement, to include the IPP and APP.

4.2 Excluded Intellectual Property – “Excluded Intellectual Property” means Intellectual Property that is made or created by a Participant outside of the course of performing tasks under the CS CRA Cooperative Agreement.

4.3 Non-Exclusive License to Members – Each Participant hereby grants to all other Participants a nonexclusive, royalty-free, non-sublicenseable, non-assignable license to Consortium Intellectual Property for the limited purpose of performing tasks under the CS CRA Cooperative Agreement.

4.4 Ownership – Each Participant has the option to retain sole title and ownership to Consortium Intellectual Property created solely by its employees. Consortium Intellectual Property made or created jointly among Participants shall be jointly owned by such Participants.

4.5 Patents

4.5.1 Patent Filing – Solely Owned Inventions – Each Participant electing to retain sole title to inventions made solely by its employees shall be subject to the obligations and conditions set forth in 37 CFR Part 401.

4.5.2 Patent Filing – Jointly Owned Inventions – In the event that an invention is jointly made by employees of more than one Participant (“Inventing Participant”) during the performance of the Cooperative Agreement:

- Each Inventing Participant electing to retain title to the ownership interest it received through its employees shall be subject to the obligations and conditions set forth in 37 CFR Part 401;
- Said Inventing Participant(s) shall jointly determine whether an application for patent shall be filed on such joint invention, the identity of the Participants who will prepare and file such application, and the countries in which such application will be filed;
- Unless otherwise agreed by the Inventing Participants, the actual out-of-pocket expenses of patenting such joint invention shall be divided equally between the Inventing Participants, provided that, when one Inventing Participant elects not to share equally in the expenses, the other Inventing Participant(s) shall have the right to seek or maintain such protection for such joint invention at its (their) own expense and shall be granted by the non-paying Inventing Participant full control over the preparation, prosecution and maintenance of the patent application and issuing patent, even though title to any issuing patent will be jointly owned.

4.5.3 Disclosure and Prosecution of Participant Inventions – An Inventing Participant will report in writing to the LRO, or his designee, each Subject Invention within three (3) months after the Inventing Participant inventor discloses it in writing to the Inventing Participant’s personnel or office responsible for patent matters, or within six (6) months after the Inventing Participant becomes aware of the Subject Invention, whichever is earlier. At the time of such reporting, the Inventing Participant will provide the LRO with a copy of such invention disclosure along with an abstract of the Subject Invention. The LRO, or his designee, will report the invention to the CAM, or another entity, as provided in the Cooperative Agreement. Any Participant may obtain a copy of the above disclosure from the LRO, or his designee, and will respect the inventions confidentiality. An Inventing Participant will also notify the LRO, or his designee, of any publications, sale, offer for sale or public use of the Subject Invention, and whether a manuscript has been submitted for publication at the time of the disclosure, or anytime thereafter until the filing of a patent application. An Inventing Participant will also notify the LRO, or his designee, promptly of any filing of a

DRAFT

patent application, decision not to file, pay maintenance fees, continue prosecution or defend in reexamination or opposition proceeding any patent or patent application or a Subject Invention.

4.6 No Accounting – Subject to the licenses granted or to be granted according to the terms of these Articles, or any separate written agreement to the contrary, each Inventing Participant shall have the right to license its solely owned or jointly owned Consortium Intellectual Property to any third party, independently and at such royalty rates and upon such terms and conditions as it may determine. All royalties resulting from such licensing may be retained solely by the licensing Participant without a requirement for accounting to any other Participant.

4.7 Obligation to Negotiate – All Inventing Participants agree, to the extent rights are available, to negotiate with other Participants licenses, for consideration with reasonable terms and conditions, to Consortium Intellectual Property which they own, solely or jointly, for purposes other than performance of tasks under the Cooperative Agreement.

ARTICLE 5 INFORMATION EXCHANGE GUIDELINES

For purposes of Article 5, Consortium Members and Subawardees are defined as “Participants.”

WHEREAS, each of the Participants has technical expertise pertaining to certain intangible property including, but not limited to: inventions, reports, technical data, computer software, computer codes, designs, trade secrets marketing and proposal pricing information related to the CS CRA Program which is appropriately considered to be commercially sensitive and proprietary (“Proprietary Information”); and

WHEREAS, Participants recognize that the success of the CS CRA is dependent upon the exchange of said Proprietary Information with other Participants ; and

WHEREAS, each Participant agrees to exchange this commercially sensitive Proprietary Information for purposes of performing under the CS CRA Cooperative Agreement; and

WHEREAS, each Participant may wish to have their Proprietary Information protected from unauthorized use, reproduction, or disclosure;

NOW THEREFORE, the Participants hereto agree to the following Information Exchange Guidelines as follows:

5.1 Each Participant agrees that it will, to the extent it protects its own Proprietary Information, but to not less than a reasonable extent, protect from unauthorized use, reproduction, and disclosure and will not disclose to any person outside its respective company/organization (other than Representatives of ARL, other USG agencies, and other Participants as identified herein) or to any person within its respective company/organization not having a need to know for the purposes of the Cooperative Agreement and will not use or reproduce, except for the purposes of this agreement, any Proprietary Information:

- a) which is disclosed hereunder to such receiving Participant, hereafter known as the “Recipient” of the information, in writing, whether tangible or electronic, and is designated by an appropriate stamp, marking or legend thereon to be of a proprietary, confidential or commercially sensitive nature to the disclosing Participant , hereafter known as the “Owner” of the information; or
- b) which is orally or visually disclosed to such Recipient and is identified at the time of disclosure as being proprietary or commercially sensitive by the Owner, provided that, within thirty (30) days of such oral or visual disclosure, the Owner reduces the subject matter of the disclosure to a tangible or electronic form properly identified in the manner described above and delivers it to the Recipient.

5.2 All Participants acknowledge that the purpose of this Article is to promote the disclosure, and protection

DRAFT

of information which is identified as Proprietary Information by the Owner of the information. In the event of such a disclosure, the Participants agree that the Owner, prior to such disclosure, will advise the intended Recipient of the sensitivity of the Proprietary Information to be discussed and/or disclosed and the Recipient shall verbally agree or decline to receive the Owner's Proprietary Information. In such cases where the Recipient agrees to receive Owner's Proprietary Information, Owner will notify and inform Recipient as required herein. A record, capable of producing an audit trail will be maintained by both the Owner of the Proprietary Information and the Recipient. If for any reason, the intended Recipient declines to receive Owner's Proprietary Information which is deemed by the CMC to be necessary to further the goals of the applicable Program Plan(s), said intended Recipient's level of participation in a given research project may be (i) diminished to an extent where said participation is excluded from access to the proprietary data and/or subsequent research findings or (ii) eliminated as may be determined by the CMC in accordance with the terms and conditions of the Cooperative Agreement. All reasonable efforts will be made by the CMC to equitably resolve and/or mitigate the impact of (i) and (ii) above resulting from a Participant inability to accept and protect the Owner's Proprietary Information.

5.3 Each Participant agrees to take appropriate action in accordance with Paragraph 5.2 above, to provide for the protection, safekeeping, and restricted use, reproduction, and disclosure of Proprietary Information received under this Cooperative Agreement.

5.4 No Participant shall be liable for disclosure of any such Proprietary Information if the same is disclosed by the Recipient with the prior written approval of the Owner.

5.5 Notwithstanding the earlier termination of, or expiration of the term of, the Cooperative Agreement, Proprietary Information received hereunder shall be protected by a Recipient as required by this Article for a period of five (5) years from the date of receipt thereof, ~~or for five (5) years after the expiration date of the Cooperative Agreement, whichever is later,~~ *hms 7/22/13*

5.6 The standard of care to be employed by a Recipient shall be the same standard of care employed by the Recipient in treating its own Proprietary Information of like sensitivity. However, under no circumstances shall the degree of care be less than reasonable. Furthermore, immediately upon discovering the loss or unauthorized disclosure of Proprietary Information received, the Recipient shall notify the Owner thereof and take all reasonable steps to retrieve and prevent further disclosure of such Proprietary Information.

5.7 In the event and to the extent that Proprietary Information received under the Cooperative Agreement: (i) is or becomes publicly available without breach of this Agreement; or (ii) was, and can be shown by written records to have been, known to the Recipient, free of any obligation to keep confidential and free of any restrictions on use and disclosure, at the time of its receipt hereunder from the Owner; or (iii) is rightfully received by the Recipient from a third party without breach of other agreements; or (iv) is and can be shown to have been independently developed by employees of the Recipient not having access to such Proprietary Information, or (v) is disclosed by the Owner to any third party, including the USG, without restriction upon its further disclosure, the Recipient shall not be liable for disclosure of such publicly available, known, third party disclosed, or independently developed or owner-disclosed information. Proprietary Information, if required, may be disclosed pursuant to applicable law, regulation or court order, provided that the Recipient will use reasonable efforts to afford the Owner an opportunity to limit or restrict such disclosure, or to obtain an appropriate protective/secrecy order with respect thereto.

5.8 It is understood and agreed that Proprietary Information received under the Cooperative Agreement may be disclosed by any Recipient to ARL in support of on-going research or in support of subsequent Program Plans provided the disclosure documentation (medium) containing the Proprietary Information bear restrictive legends such as:

hms 7/22/13
"This document contains ~~trade secrets~~, commercial or financial information that is privileged or confidential. The disclosure of such information is prohibited under the Freedom of Information Act (5 U.S.C. Sec. 552) and other statute(s) prohibiting disclosure (e.g., 18 U.S.C. Sec. 1905)."

5.9 Proprietary Information received under the Cooperative Agreement may be used by the Recipient in the

DRAFT

performance of any grant, contract or other award in the program only as is authorized in writing by the Owner.

5.10 Nothing contained in this Article shall be construed as granting or conferring any rights by license or otherwise in any Proprietary Information disclosed under the Cooperative Agreement.

5.11 This Article shall benefit and be binding upon the Participants hereto, and the rights and obligations under this Article shall not be sold, assigned, nor otherwise transferred. Notwithstanding the foregoing, a Participant may assign its rights and obligations under the Cooperative Agreement in their entirety to the purchaser of substantially all of the Participant's business to which the subject matter of this Article relates, subject to approval of ARL and subject to return of any Proprietary Information of another Party which objects to transfer of its Proprietary Information to the assignee.

5.12 IN NO EVENT ARISING FROM OR CONNECTED WITH THIS ARTICLE OF THE INFORMATION DISCLOSED HEREUNDER SHALL ANY PARTICIPANT BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

ARTICLE 6 MODIFICATIONS TO THE ARTICLES OF COLLABORATION

Any Member who wishes to modify these Articles will, upon reasonable notice of the proposed modification to the other Members, confer in good faith with the Members to determine the desirability of the proposed modification. Modifications will not be effective until a vote is held by the Members in accordance with the Consortium Membership Voting Structure, a written modification is signed by the Agreement signatories or their successors and the modification is approved by the CAM and the Grants Officer.

ARTICLE 7 TERM OF THE AGREEMENT

The term of these Articles will commence upon the date of execution of these Articles and continue through the completion or termination of the Consortium's Cooperative Agreement with ARL.

ARTICLE 8 DISCLAIMER OF WARRANTIES AND CERTAIN LIABILITY

8.1 No Warranties. Except as explicitly set forth in these articles the Members disclaim any warranties including any implied warranty of merchantability or fitness for a particular purpose for actions, omissions, technical information, data or products developed in pursuit of the objectives of the Consortium.

8.2 Relationship of the Members. The Members are bound to each other by duties of good faith and reasonable efforts in achieving the goals of the CS CRA. Joint and severable liability shall not attach to the Members. Therefore, no Member shall be responsible for the acts or omissions of another Member, but shall be only responsible for its own actions.

8.3 Liability Disclaimer. Members disclaim any liability for consequential, indirect, or special damages. In no event shall a Member's liability under these Articles exceed the funding it has received from the Agency up to the time of incurring such liability.

8.4 Property Liability. No Consortium Member shall be liable to another Member for any property belonging to the latter that has been consumed, damaged, or destroyed in the performance under the Cooperative Agreement, unless it is due to the negligence or misconduct of the former Member or an employee or agent of same.

ARTICLE 9 WAIVER OF RIGHTS

Any waiver of any requirement contained in these Articles shall be by mutual agreement of the Consortium

DRAFT

Members, subject to the approval of the ARL. Any waiver shall be reduced to writing and a copy of the waiver shall be provided to each Member. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Member hereto.

ARTICLE 10 SEVERABILITY

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections herein and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

ARTICLE 11 FORCE MAJEURE

No Member shall be in breach of this Agreement for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that Member. In the event such a force majeure event occurs, the Member unable to perform shall promptly notify the other Members and shall in good faith maintain such partial performance and resume full performance as soon as reasonably possible.

ARTICLE 12 COMMUNICATION

Any notices or other communications required or permitted thereunder shall be deemed sufficiently given if hand-delivered, delivered electronically (*i.e.*, email) with verification of receipt, sent by overnight carrier or by certified first class mail postage prepaid to the following address for each Member:

(Offerors are to enter members address and point of contact)