

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 35		
2. CONTRACT NO.			3. SOLICITATION NO. W911SR-15-R-0003		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 23 Jan 2015		6. REQUISITION/PURCHASE NO.	
7. ISSUED BY USA CONTRACTING CMD-APG - W911SR EDGEWOOD CONTRACTING DIVISION E4215 AUSTIN ROAD ABERDEEN PROVING GROUND MD 21010-5401			CODE W911SR		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				CODE	
TEL:			FAX:		TEL:				FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS		
11. TABLE OF CONTENTS										
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. ☐			17. SIGNATURE			18. OFFER DATE	
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section A - Solicitation/Contract Form

PREAMBLE

COOPERATIVE AGREEMENT

BETWEEN

Army Educational Outreach Program Cooperative Agreement (COA) Consortium

AND

US Army Research, Development and Engineering Command (RDECOM)

Agreement No.: W911SR-15-2-0001

Category of Federal Domestic Assistance (CFDA): 12.630

Total Estimated Amount of the Agreement: TBD

Total Estimated Amount of Government Funding: TBD

Government Funds Obligated: See Section B of Agreement

*Although the total estimated Government funding under this agreement is listed above, the Recipient will be requested to submit an Annual Program Plan, subject to availability of funds, for each year of performance subject cumulatively to the total estimated Government Funding set forth above. (see Article 4)

Authority: 10 United States Code (USC) 2358 Research and Development Projects; 10 U. S. C. Section 2192: The Secretary of Defense under Title 10, U.S.C., Chapter 111, "Relating to Support of Science, Mathematics, Engineering Education and Training, Sections 2191-2199," establishes and implements policy, and assigns responsibilities and procedures to carry out DoD STEM activities; and 42 U. S. C. Section 6621 – Coordination of Federal STEM education.

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the US Army Contracting Command – Aberdeen Proving Ground, and TBD hereinafter called the "Recipient" pursuant to and under U.S. Federal Law.

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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Army Educational Outreach Program COST Recipient as required by the Articles contained herein will administer programs and functions under the Army Educational Outreach Program Cooperative Agreement and will collaboratively work as a consortium to engage students from underserved and underrepresented populations in STEM experiences during their elementary school years, encourage them to pursue STEM experiences and opportunities in their middle school years, and prepare them for college and career opportunities in their high school and undergraduate years. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	USACHER COST US Army Center for Environment Health Research (USACHER) - The Participants under the apprenticeship programs that are to be sponsored by USACHER will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	USAMRIID COST US Army Medical Research Institute of Infectious Disease (USAMRIID) - The Participants under the apprenticeship programs that are to be sponsored by USAMRIID will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	WRAIR COST US Army Walter Reed Institute of Research (WRAIR) - The Participants under the apprenticeship programs that are to be sponsored by WRAIR will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	USAMRICD COST US Army Medical Research Institute of Chemical Defense (USAMRICD) - The Participants under the apprenticeship programs that are to be sponsored by USAMRICD will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	ARL COST US Army Research Laboratory (ARL) - The Participants under the apprenticeship programs that are to be sponsored by ARL will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	AMRDEC COST US Army Aviation & Missile Research Development & Engineering Center (AMRDEC) - The Participants under the apprenticeship programs that are to be sponsored by AMRDEC will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	ECBC COST US Army Edgewood Chemical Biological Center (ECBC) - The Participants under the apprenticeship programs that are to be sponsored by ECBE will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	CERDEC COST US Army Communications-Electronics Research, Development and Engineering Center (CERDEC) - The Participants under the apprenticeship programs that are to be sponsored by CERDEC will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	ERDC-MS COST Engineer Research and Development Center, Vicksburg, MS - The Participants under the apprenticeship programs that are to be sponsored by ERDC-MS will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	ERDC-CERL COST Engineer Research and Development Center-Construction Engineering Research Laboratory (ERDC-CERL) - The Participants under the apprenticeship programs that are to be sponsored by ERDC-CERL will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	USACIL/DFSC COST US Army Criminal Investigation Laboratory (USACIL)/Defense Forensic Science Center (DFSC) - The Participants under the apprenticeship programs that are to be sponsored by USACIL/DFSC will be funded and managed under CA W911SR-15-2-XXXX. The term and conditions under CA W911SR-15-2-0001 will also govern the requirements identified in Section I paragraph 6 of Article 1 for W911SR-15-2-XXXX. FOB: Destination		Lot		
				ESTIMATED COST	

Section C - Descriptions and Specifications

ARTICLE 1

ARTICLE 1 SCOPE OF THE AGREEMENT

1.1 Introduction

This Agreement is a “Cooperative Agreement” (31 USC 6305) and is awarded pursuant to 10 USC 2358 Research Projects. Section 1 of the public announcement (PA) will be incorporated at award revised as appropriate to eliminate duplication specified elsewhere with the documents.

ARTICLE 2

General Definition

2.1 Recipient – An organization or other entity receiving a cooperative agreement from a DoD Component. For purposes of this Agreement, the Recipient is the Army Educational Outreach Program Agreement Consortium.

2.2 Party – For purposes of this Agreement, the parties are RDECOM and the Recipient.

2.3 Cooperative Agreement Manager (CAM) – Overall technical management and fiscal responsibility for the Army Educational Outreach Program COA will reside with the Cooperative Agreement Manager (CAM) designated under the cooperative agreement. All executables must be approved by the CAM.

2.4 Program Director (PD) – The Program Director is the Consortium’s technical representative charged with the Consortium’s overall responsibility for management and guidance of the cooperative agreement. The Program Director will be designated by the Lead of the Consortium and be a member of that organization.

2.5 Local Program Coordinator (LPC) - In a few cases, programs/components have site-specific government employees who provide localized management/oversight at an Army laboratory or research facility. In these cases, that person is designated the LPC and at times, will communicate directly with the IPA member that is administering his/her respective program(s).

2.6 Individual Program Administrator (IPA) - The IPA is the primary point of contact designated by the Consortium for each of the fundamental element(s) and should regularly communicate with the PD and CAM. It is acceptable for a Consortium member to be responsible for more than one fundamental element under this program announcement, depending on how the Consortium is formed and program responsibility is divided.

2.7 Cooperative Management Committee (CMC) – The AEOP COA will have a CMC that includes a representative from each member of the Consortium (should be the IPA, if possible). The CAM participates as ex officio member in all discussions except those that deal with purely internal Consortium matters. The CMC will be

chaired by the LO/PD. Each member will have one vote on the CMC to support programmatic and management-related activities and decisions. In the event of a tie, the LO will cast the deciding vote. The CMC will be responsible for the management and integration of the Consortium's efforts under the AEOP COA, to include programmatic, technical, reporting, financial, and administrative matters. The CMC makes recommendations that concern the membership of the Consortium, the definition of the tasks, and goals of the participants. Quarterly meetings will be conducted by the CMC.

2.8 Agreement Officer – The Agreement Officer is the Government's principal point of contact for all administrative, financial or other non-technical issues arising under the Agreement. The Agreement Officer is identified at Article 8.1.

2.9 Agreements Administrator – The Agreements Administrator has authority to administer Cooperative Agreements and, in coordination with the Agreement Officer, make determination and findings related to delegated administration functions.

ARTICLE 3

Program Management

3.1 The Cooperative Agreement Manager (CAM) is:

Mr. Louie Lopez
US Army RDECOM
Attn: AMSRD-PE-SO
APG, MD 21005

3.2 The Members of the Consortium include:

3.3 The Program Director is:

3.4 Overall Management Concept

RDECOM and the winning Consortium will establish a Cooperative Management Committee to address issues concerning the AEOP. The Lead of the Consortium will be responsible for technical leadership in coordination with the other Members. The AEOP CA strives for a focused, yet flexible environment. To accomplish this the Government proposes that the consortium consist of a small number of academic, not-for-profit, and industrial organizations, possessing significant expertise related to one or more of the fundamental programs covered by the CA. The areas of responsibility of each organization will be designated in a way that maximizes efficiency and collaboration among/between programs. It will be led by a single organization, the Lead Organization (LO), with the ability to ensure all programs under the CA are focused on achieving the core objectives, previously mentioned. Each of these entities will be a full member of the CA and possess equal voting rights in accordance with the Articles of Collaboration.

At the request of the Consortium and at the discretion of the US Army, additional programs and/or STEM Educational Outreach oriented organizations may be added to or removed from CA, in an effort to further advance the AEOP CA towards meeting the core objectives outlined. **In addition, the Lead will distribute the funding to all Members of the Consortium. Subawardee funding will be provided to the Consortium Members with which the Subawardee has or will have a legal relationship.**

3.5 Consortium Membership

To be qualified, potential Consortium Members must:

- be judged to have adequate financial and technical resources, given those that would also be made available through the cooperative agreement, to execute the program of activities envisioned,
- have no known recent record of lack of responsibility or serious deficiency in executing such programs or activities,
- have no known recent record indicating a lack of integrity or business ethics,
- be otherwise qualified and eligible to receive an award under applicable laws and regulations

3.6 Lead of the Consortium

The Lead Organization will be charged with providing leadership to the consortium, coordinating the efforts associated with all programs, and the Lead Organization will also be responsible for the distribution of funding to all members of the Consortium. The Lead Organization will also spearhead the efforts to meet identified core objectives and collect data/metrics on program success.

3.7 Place of Performance for all Consortium Participants

Performance by the Lead of the Consortium is limited to the U.S.

3.8 Initial Program Plan (IPP) / Annual Program Plan (APP) -

As part of the proposal process, offerors will submit an initial program plan (IPP) for the first year of the new AEOP COA. (See public announcement for specifics) Every year after the first year of the award, the recipient will work with the consortium in developing an annual program plan (APP) to be submitted as one document to the CAM prior to the start of the program cycle. The CAM will approve the APP and formally submit to the Agreements Officer for incorporation into the cooperative agreement. This process will continue through the life of the cooperative agreement. Each APP will cover a one-year timeframe, but may be altered, with the approval of the CAM and the Agreements Officer, if work requirements change. Funding will not be released until an approved APP is in place. Additionally, annual funding is contingent upon Congressional approval of the Federal budget.

During the course of performance, if it appears that established goals will not be met, the CMC will provide a proposed adjustment to the APP for approval by the CAM. In addition, the CAM may request that additional elements be added to the APP within the scope of the cooperative agreement and if necessary, will provide adjusted annual budget. The APP will serve as an amendment to any programmatic changes. The Consortium, as an entity, will not solicit or accept funding from outside sources without the approval of the CAM and the Agreements Officer. During the course of performance, the Agreements Officer, in coordination with the CAM, will have approval authority for certain changes to the IPP/APP including but not limited to:

1. Changes in the scope or the objective of the program or IPP/APP;
2. Change in the PD or IPAs specified in the IPP/APP;
3. The need for additional Federal funding; and
4. Any sub-award, transfer, or contracting out of substantive program performance under an award, unless described in the IPP/APP.

During the course of performance, the Agreements Officer, in coordination with the CAM, will have approval authority for certain specific changes to the cooperative agreement including, but not limited to:

1. Changes to the Articles of Collaboration, if such changes substantially alter the relationship of the parties as originally agreed upon;
2. Solicitation or acceptance of funding under the agreement from federal partners and
3. Changes in Consortium membership.

ARTICLE 4

Fiscal Management

4.1 Allocation of Recipient Funds

4.1.1 Restrictions on the Use of Government Funds

Government funds provided under this Agreement must be allocated by the Recipient exclusively for the execution and operation of the IPP/APP or Agreement Scope. Government funds shall not be utilized to support the Recipient's operations or administration unrelated to this Agreement.

4.1.2 Obligation

In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to the Agreement. The total Government funding amount estimated for term of this Agreement is as specified in the Preamble, subject to the availability of funds. The amount of Government funds currently obligated and available for payment is TBD. It is estimated that such funds shall be sufficient to cover performance from date of award through three (3) months. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government.

4.1.3 Incremental Funding

The Government may obligate funds to this Agreement incrementally. In the event that this Agreement is funded incrementally, the Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral amendment, until the total amount for term of this Agreement has been funded. To minimize interruption of effort due to lack of funds, the Recipient shall notify the Agreement Officer in writing whenever the incurred and expensed cost to date when added to anticipated costs for the next 60 days will exceed 75% of the obligated to date under this agreement. Obligated funds provided to the Consortium for any Governmental Fiscal Year (GFY), which are not expended in the same GFY, may be carried forward and expended in the next succeeding GFY until they are completely expended.

4.1.4 Payments

The Recipient shall submit payment requests and receiving reports electronically for supplies/services rendered in the wide Area Workflow (WAWF) at the website <https://wawf.eb.mil>. WAWF is a secure web-based system, which enables vendors and Government officials to electronically access and process the documentation needed to generate payment for goods and services. It is free of charge and allows vendor submittal and tracking of invoices and acceptance documents.

The Recipient shall self-register at the web site.

Available Training – for questions on how to use WAWF, including how to submit your document, please go to: www.wawftraining.com. A WAWF practice site is available at: <https://wawftraining.eb.mil>. Follow the directions in the “Training Instructions” link in the left column to practice.

For questions or issues regarding technical issues, contact the Ogden, UT Help Desk at:

E-Mail: cscassig@csd.disa.mil
 CONUS ONLY: 1-866-618-5988
 Commercial Phone: 801-605-7095
 Commercial Fax: 801-605-7453

Questions or issues concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Office listed below:

DFAS Location: 3990 E. Broad Street Columbus, Ohio 43213-1152
 DFAS Vendor Pay Phone Number: 800-756-4571 option1
 Cml: 216-522-6998 option 1
 Fax: 317-275-0281

Note: Vendor, please have your purchase order/contract/delivery order/agreement number(s) ready when calling about payments.

Recipient shall submit requests for payment per Agreement terms and the Government shall process request for payment per Agreement terms.

The Recipient shall attach the SF 270 and additional information as reasonably requested by the Agreement Administrator to support the invoiced amount. After written verification of progress towards or achievement of the milestones by the CAM and approval by the Agreement Administrator, the vouchers will be forwarded to the payment office within ten (10) calendar days of receipt of the voucher. Payments will be made no more frequently than monthly and will be based on reimbursement of actual expenditures as monitored against the Budget Plan contained in the IPP/APP.

Instructions to create payment requests: Vendor shall create the type of document(s) to request payment as indicated by the check(s) below:

- ☐ Invoice as 2-in1 (Services Only)
- ☐ Construction Payment Invoice
- ☐ Commercial Item financing
- ☐ Performance Based Payment
- ☐ Progress Payment
- ☐ Invoice and Receiving Report (Combo)
- ☒ Grants and Cooperative Agreements

Instructions for routing documents: The codes listed below will be required to route your documents through WAWF. The Public Voucher SF 270 “Request for Advance or Reimbursement” must be attached along with supporting information to support the costs for which re-imbursement is sought. The Invoice shall clearly identify the Cooperative Agreement Number for the specific Lab as well as the Master Agreement Number when the invoice pertains to the Labs. Otherwise only the Master Agreement Number should be identified..

Cage Code: ____TBD____

Issue by DoDAAC: W911SR
 Admin by Office: TBD
 Inspect by DoDAAC: TBD
 Accept by DoDAAC: TBD
 Ship to DoDAAC: TBD
 Local Processing Office: DoDAAC: W911SR
 Payment Office DoDAAC: HQ0338

When Recipient submits a document, WAWF will prompt asking for “additional email submission” after clicking “Signature”. Recipient shall enter the following email addresses to expedite the review and verification process:

Agreements Officer: TBD
 Administrative Agreements Officer: TBD
 Cooperative Agreements Manager: Mr. Louie Lopez

Email Addresses for Points of Contact (POCs):

Agreements Officer: [TBD](#)
 Administrative Agreements Officer: TBD
 Inspector: TBD
 Acceptor: TBD
 Receiving: TBD
 Cooperative Agreements Manager: louie.r.lopez.civ@mail.mil
 Additional Points of Contact: alex.m.schupp.civ@mail.mil

ARTICLE 5

Agreement Administration

5.1 Amendments to this Agreement

Any Party who wishes to amend this Agreement will, upon reasonable notice of the proposed amendment to the other Party, confer in good faith with the other Party to determine the desirability of the proposed amendment. Proposed amendments from Consortium Organization must be coordinated through the Lead Organization (the signer of the Agreement). Amendments will not be effective until a written amendment is signed by the Agreement signatories or their successors. Administrative amendments may be unilaterally executed by the Agreement Officer or by the Agreements Administrator.

5.2 Requirements for Approval for Changes to the Program Budget and Program Plan

This provision highlights Agency decisions on the terms and conditions of 32 CFR 32.25 and 32 CFR 34.15 as applicable. During the course of performance, the Agreement Officer, in coordination with the CAM, will have approval authority for certain specific changes to the IPP/APP when such changes are requested by the Recipient, including but not limited to:

5.2.1 Changes in the scope or the objective of the program, APP, or research milestones;

- 5.2.2 Change in the key personnel specified in the IPP/APP;
- 5.2.3 The absence for more than three months, or a 25% reduction in time devoted to the project, by
The approved project director or principal investigator;
- 5.2.4 The need for additional Federal funding;
- 5.2.5 Any sub-award, transfer, or contracting out of substantive program performance under an
award, unless described in the IPP/APP.

The CAM, in coordination with the CMC and RDECOM Management, will be responsible for integrating the IPP/APP into the overall outreach programs.

During the course of performance, the Agreement Officer, in coordination with the CAM, will have approval authority for certain specific changes to the cooperative agreement including, but not limited to:

- Changes to the Articles of Collaboration if such changes substantially alter the relationship of the parties as originally agreed upon;
- Solicitation or acceptance of funding under the agreement from sources other than RDECOM; and
- Changes in Consortium membership.

ARTICLE 6

Term of the Agreement

6.1 Term of the Agreement The basic term of this Agreement will commence upon the effective date and continue through ten (10) years. Performance metrics are expected to include items that provide an indication of the AEOP CA's accomplishments.

ARTICLE 7

ADMINISTRATIVE RESPONSIBILITY

7.1 THE AGREEMENTS OFFICE

ACC-APG Edgewood Contracting Division
4215 Austin Road
Aberdeen, MD 21010

Agreement Officer: TBD
Phone:
Email:

Agreement Specialist: Alex M. Schupp
Phone: (410) 436-1331
Email: alex.m.schupp.civ@mail.mil

7.2 AGREEMENT ADMINISTRATOR - TO BE ASSIGNED AT AWARD

7.3 THE RECIPIENT ADDRESS AND POINT OF CONTACT - TO BE ASSIGNED AT AWARD

7.4 THE PAYMENT OFFICE - TO BE ASSIGNED AT AWARD

7.5 ADDRESS OF PAYEE – SEE ARTICLE 7.3

ARTICLE 8

Public Release or Dissemination of Information

8.1 Open Publication Policy

Notwithstanding the reporting requirements of this Agreement, parties to this Agreement favor an open-publication policy but simultaneously recognize the necessity to protect proprietary information.

8.2 Prior Review of Public Releases

The Parties agree to confer and consult with each other prior to publication or other disclosure of the results of work under this Agreement to ensure that no classified or proprietary information is released. Prior to submitting a manuscript for publication or before any other public disclosure, each Party will offer the other Party ample opportunity (not to exceed 60 days) to review such proposed publication or disclosure, to submit objections, and to file application letters for patents in a timely manner.

8.3 Publication Legend

It is herein agreed that except for the disclosure of basic information regarding this Agreement such as membership, purpose and a general description of the work, the Recipient will submit all proposed public releases to the RDECOM Cooperative Agreement Manager for comment prior to release. Public releases include press releases, specific publicity or advertisement, and articles for proposed publication or presentation. In addition, articles for publication or presentation will contain an acknowledgement of support and a disclaimer. This should be included to read as follows. These statements may be placed either at the bottom of the first page or at the end of the paper.

DISTRIBUTION STATEMENT: Distribution authorized to U.S. Government agencies only in order to protect information not owned by the U.S. Government and marked with a statement of a legal property right as proprietary. Other requests for this document will be referred to the CAM (U.S. Army RDECOM, ATTN: AMSRD-PES, Louie Lopez, APG, MD 21005).

ARTICLE 9

Intellectual Property

In addition to the Intellectual Property Rights contained in 32 CFR 32.36 or 32 CFR 34.25 as applicable, incorporated by reference into this Agreement, the participants recognize that this program may result in intellectual property that is generated by the Recipient or Sub-Recipient personnel and Government personnel. Should this occur, the parties agree to use their best efforts to mutually agree to an equitable distribution of property rights and distribution of filing fees or other administrative costs. Should the parties reach an impasse in determining the distribution of property rights, the parties shall resort to the Disputes, Claims, and Appeals Process as set forth at 32 CFR 22.815. (See also alternative Dispute Resolution at Article 21)

ARTICLE 10

Entire Agreement

This Agreement along with all Attachments constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior understandings or written or oral agreement relative to said matter. In the event of a conflict between the terms of the Agreement and its attachments, the terms of the Agreement shall govern.

ARTICLE 11

Governing Law / Order of Precedence

The Agreement shall be enforced in accordance with applicable federal law and regulations, directives, circulars or other guidance as specified in this Agreement. When signed, this Agreement shall become binding on the Recipient and the Government to be administered in accordance with the DoD Directive as they apply to the particular recipient or sub-recipient concerned. In the event a conflict exists between the provisions of this Agreement and the applicable law, regulations, directives, circulars or other guidance, the Agreement provisions are subordinate.

ARTICLE 12

Waiver of Requirements

Any waiver of any requirement contained in this Agreement shall be by mutual agreement of the parties hereto. Any waiver shall be reduced to writing and a copy of the waiver shall be provided to each Party. 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 Party hereto.

ARTICLE 13

Avoidance of Duplication of Work

To the maximum extent practical, the Recipient agrees to use the technical reference facilities of the Defense Technical Information Center, 8725 John J. Kingman Road, Suite 0944, Ft. Belvoir, VA 22060-6218 (Internet address: <http://www.dtic.mil>) and all other sources, whether United States Government or private, for purpose of surveying existing knowledge and avoiding needless duplication of scientific and engineering effort.

ARTICLE 14

Metric System of Measurement

The Metric Conversion Act of 1975 as amended by the Omnibus Trade and Competitiveness Act of 1988 and implemented by Executive Order 12770 gives preference to the metric system. The Recipient shall ensure that the metric system is used to the maximum extent practicable in performance of this Agreement.

ARTICLE 15

Liability of Parties

No Party to this Agreement shall be liable to any other Party for any property of that other Party consumed, damaged, or destroyed in the performance of this Agreement, unless it is due to the negligence or misconduct of the Party or an employee or agent of the Party.

ARTICLE 16

Assignment / Novation

This Agreement may not be assigned by any Party except by operation of law resulting from the merger of a party into or with another corporate entity.

ARTICLE 17

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 18

Force Majeure

Neither Party 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 Party. In the event such a force majeure event occurs, the Party unable to perform shall promptly notify the other Party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

ARTICLE 19

Notices of Approvals

All notices and prior approvals required hereunder shall be in writing and shall be addressed to the parties identified on the Agreement cover page and Article 7. Notices shall be effective upon signature of the Agreement Officer.

ARTICLE 20

Access to DoD Facilities

Should a Recipient's performance require access to DoD facilities, the employer shall coordinate with their CAM or designated point of contact providing access in order to obtain the most current access guidance. Commencement of access coordination should occur at least 10 days prior to the date of required access.

ATTACHMENT 1

Standard Terms and Conditions for Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations Department of Defense Directive (DoD 3210.06 and 32 CFR Parts 21-37)

(If the Lead Organization is for Profit, then the appropriate terms and conditions will be changed)

Award, administration and performance under this agreement is subject to the requirements of the DoD Directive (32CFR Parts 21-37). Narratives following a reference indicate the Agency's decision on specific issues.

- 32 CFR 22.815 Claims, Disputes and Appeal

The Agency and Recipient will employ Alternative Dispute Resolution to resolve issues which arise during the performance of the agreement. The procedures to be used will be mutually agreed to when and if issues arise (see section 815(c)(2)). The Agreement Appeal Authority is the Director of RDECOM (see section 815(e)(i)).

- 32 CFR 32.21 Standards for Financial Management Systems

RDECOM does not guarantee or insure the repayment of money borrowed by the recipient. Further, REDCOM does not require the recipient to secure fidelity bond coverage to protect the Government's interests.

- 32 CFR 32.22 Payment

All payments made under this agreement will be of the reimbursement type. Recipients should refer to Article 5 Fiscal Management of this agreement for further information.

- 32 CFR 32.27 and 32.28 Allowable Costs

The Recipient shall comply with the appropriate cost principles.

- 32 CFR 32.23 Cost Share or Match

This provision is applicable only if cost share or match is included in the recipient's proposal and the subsequent award document. Should cost share or match be included, the parties to this agreement will mutually agree to its allowability, valuation and necessary documentation.

- 32 CFR 32.24 Program Income

Should this agreement result in generating program income, the recipient shall account for said funds, add them to the funds committed to the project, and they shall be used to further the program objectives. The recipient shall have no obligation to the Government for program income earned after the expiration of the program. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award document. The Patent and Trademark Amendments (35 U.S.C. Chapter 18) apply to inventions made under this award.

- 32 CFR 32.25 Revision of Budget/Program Plans

See Article 5 of this agreement.

- 32 CFR 32.26 Audit

Non-Profit entities shall submit a copy of the OMB Circular A-133 audit reports to the DoD Inspector General and to the Agreement Officer.

- 32 CFR 32.40 through 32.49 Procurement
RDECOM reserves the right to review prior to award procurement documents such as request for proposals, or invitations for bids, independent cost estimates etc., during performance under this award.
- 32 CFR 32.5 Sub-awards
This subpart sets forth the requirement for flow down provisions or subsequent sub-agreements or subawards.
- 32 CFR 32.30 through 32.37 Property
RDECOM waives the requirement for recordation of liens or other appropriate notices set forth at 32 CFR 32.37. Recipients are subject to applicable regulations governing patents and inventions, including Government wide regulations issued by the Department of Commerce at 37 CFR part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." RDECOM does not waive the right to obtain, reproduce, publish or otherwise use the data first produced under this award or to authorize others to receive, reproduce, publish, or otherwise use such data for government purposes.
- 32 CFR 32.51 and 32.52 Reports
See Attachment 5 of this agreement and Article 1.
- 32 CFR 32.53 Records
- 32 CFR 32.60 through 32.62 Termination and Enforcement
In addition to the termination processes set forth in 32 CFR 32.61, this Agreement may also be terminated by the Agreement Officer should available funds be insufficient to accomplish the goals or intent of the Agreement, or convenience of the Government.
- 32 CFR 32.71 through 32.73 After-the-Award Requirements

ATTACHMENT 2

National Policy Requirements

By signing this Agreement or accepting funds under this Agreement, the recipient assures that it will comply with applicable provisions of the national policies on the following topics:

1. NONDISCRIMINATION

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DoD regulations at 32 CFR part 195.
- b. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.). (Applicable to Educational Institutions only)
- c. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- d. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

2. Live Organisms. For human subjects, the Common Federal Policy for the Protection of Human Subjects, codified by the Department of Health and Human Services at 45 CFR part 46 and implemented by the Department of Defense at 32 CFR part 219.

3. Environmental Standards.

a. Comply with the applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11783 [3 CFR, 1971-1075 Comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR part 15. In accordance with the EPA rules, the Recipient further agrees that it will:

- Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.

- Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the Recipient knows has been recommended to be placed on the List of Violating Facilities.

b. Identify to the awarding agency any impact this award may have on the quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4231, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

4. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 U.S.C. 22.

5. Preference for U.S. Flag Carriers. Travel supported by U.S. Government funds under this Agreement shall use U.S. -flag air carriers (air carriers holding certificates under 49 USC 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

6. Cargo Preference. The recipient agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulations at 46 CFR 381.7, which require that at least 50 percent of equipment, materials or commodities procured or otherwise obtained with U.S. Government funds under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned U.S.-flag commercial vessels, if available.

7. Military Recruiters. As a condition for receipt of funds available to the Department of Defense (DoD) under this award, the recipient agrees that it is not an institution of higher education (as defined in 32 CFR part 216) that has a policy or practice that either prohibits, or in effect prevents:

(A) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution (or any sub element of that institution); (B) Any student at that institution (or any sub element of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education; (C) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or (D) Access by

military recruiters for purposes of military recruiting to the names of students (who are 17 years of age or older and enrolled at that institution or any sub element of that institution); their addresses, telephone listings, dates and places of birth, levels of education, academic majors, and degrees received; and the most recent educational institutions in which they were enrolled. If the recipient is determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this agreement, the Government will cease all payments of DoD funds under this agreement and all other DoD grants and cooperative agreements to the recipient, and it may suspend or terminate such grants and agreements unilaterally for material failure to comply with the terms and conditions of award.

ATTACHMENT 3

Other Certifications

The following Certifications, which have been executed by the Recipient prior to award of this Agreement are on file with the issuing office, and are hereby incorporated herein by reference:

- a. Certification at Appendix A to 32 CFR Part 28 Regarding Lobbying
- b. Certification at Appendix A to 32 CFR Part 25 Regarding Debarment, Suspension, and Other Responsibility Matters
- c. Certification at Appendix C to 32 CFR Part 25 Regarding Drug-Free Workplace Requirements

ATTACHMENT 4

Reporting Requirements

1. Interim and Final Reports - The recipient shall submit monthly performance reports to the CAM and LPMs for each program beginning 30 days after award of the COA. The performance report will be sent electronically, and will provide a general update on the progress of each of the programs. Recipient format for the report is acceptable.

The recipient will deliver (electronically and in hard copy) a final report to the CAM no later than 90 days following the conclusion of each year of performance. Recipient format for the reports is acceptable. All reports/documents must be marked with the distribution statement B, provided below.

DISTRIBUTION STATEMENT : Distribution authorized to U.S. Government agencies only in order to protect information not owned by the U.S. Government and marked with a statement of a legal property right as proprietary. Other requests for this document will be referred to the CAM (U.S. Army RDECOM, ATTN: AMSRD-PES, Louie Lopez, APG, MD 21005).

2. JOINT PAPERS AND PRESENTATIONS: Periodic joint papers and presentations will be given if/when determined necessary by the CAM.

3. JOURNAL ARTICLES: Journal articles in general and joint arl/recipient journal articles are strongly encouraged as a major reporting mechanism of this research effort.

4. FINANCIAL REPORTING: Federal Financial Report (SF 425): Annual and Final Reports

1. Reporting period end dates fall on the end of the calendar year for annual reports (12/31) and the end date of the Agreement project or period for the final report. Annual reports are due 30 days after the reporting period end date, and the final report is due 90 days after the end date of the Agreement.

All financial reports shall be submitted to the Agreement Administration Office identified in Block 6 of the SF 26. Copies of the forms and instructions may be found on the Internet at http://www.whitehouse.gov/omb/grants_forms.

The Recipient shall make distribution of the Annual and Final (SF425) Reports as follows:

Cooperative Agreement Manager - 1 original plus 1 copy;
 Agreement Administration Office - 1 copy
 Agreement Officer - 1 copy

Note: The SF 425 is a single form that consolidates and replaces the Federal Cash Transaction Report (FACTOR or SF 272/SF 272A) and the Financial Status Report (FSR or SF 269/SF 269A).

2. The Recipient shall submit an annual financial report to the CAM electronically. The report will summarize (a) by cost element the total funds programmed and expended during the year for the administrative management offices, (b) the funded and expended cost for each program, (c) by cost element the total funds programmed and expended during the year for any programs, including additional/supplemental funding received from other sources. This report will be due no later than 120 calendar days after the completion of each year.

ATTACHMENT 5

Articles of Collaboration w/signature pages

ATTACHMENT 6

INITIAL PROGRAM PLAN

(To be completed in accordance with Article 3.)

ATTACHMENT 7

ANNUAL PROGRAM PLAN

(To be completed in accordance with Article 3.)

ATTACHMENT 8

Objectives, Processes and Principles of the Standing Neutral

A. 1 The Standing Neutral's Objective. The Standing Neutral will act as a neutral third party and not as an agent of any party to the negotiation. The Standing Neutral's responsibility is to facilitate the parties in their own resolution of the issues identified by the parties. The Standing Neutral will endeavor to remain familiar with the program through attendance at Technical Committee Meetings and the general Consortium meetings. The Standing Neutral will remain acquainted with milestones, turning points and issues that may become disputes between the parties. It is the intent of the parties to keep disagreements that may occur from delaying or adversely affecting the

performance of this Agreement or the relationships of the parties. It shall be the objective of the Standing Neutral to assist the parties in achieving this result.

A. 2 Process

A.2.1 The Standing Neutral shall be kept informed about the status of this Agreement and specifically about any issues that might arise that may affect performance, or may lead to a dispute under this Agreement. Both parties hold an obligation to keep the Standing Neutral informed. It is expected that the Standing Neutral will be invited to and informed about all the general Consortium meeting or other such discussions relating to the Agreement Awards' status.

A.2.2 It is anticipated that the parties will not formally engage the service of the Standing Neutral until the parties have attempted settlement through the conflict resolution process laid out in the Cooperative Agreement and that such negotiations have reached their final step and failed.

A.2.3 The Standing Neutral must at all times remain unbiased relating to the parties or an issue in controversy. If the Standing Neutral finds that he/she cannot be unbiased, or that a conflict of interest might exist, he/she shall excuse himself from the participation in the specific issue creating the bias or conflict.

A.2.4 After initial review of the facts, and review of the position papers supplied by the parties, the Standing Neutral shall advise the parties of a recommended resolution to the dispute within 20 working days of the initial conference, or receipt of the parties' written positions in the event the Standing Neutral has requested written positions. This recommendation is not limited to settlement terms, but may include recommendations for further fact-finding, continued negotiation, or other actions deemed appropriate by the Standing Neutral to assist the parties in a proper resolution of the issue(s).

A.3 Principles

A.3.1 The Standing Neutral will inform himself/herself of the facts, issues, positions, interests, documents, and supporting argument relating to a disputed matter. It is the purpose of the Standing Neutral to foster the negotiations between the parties, not to become involved in the substantive issues. The Standing Neutral may do this by:

a. Facilitating communication between the parties:

- 1) Restating positions,
- 2) Clarifying statements and arguments,
- 3) Setting ground rules for discussion (e.g. no interruptions, no unsubstantiated allegations, etc.)
- 4) Separating emotions and personality from the issue.

b. Helping clarify the parties' positions:

- 1) Separating facts from allegations,
- 2) Separating legal issues from factual issues,
- 3) Helping the parties narrow and define the issues,
- 4) Finding where the parties agree, and where they disagree,

- 5) Separating the parties stated positions from their real interests
- 6) Striving to obtain firsthand knowledge of the facts or to talk to those with firsthand knowledge

c. Assisting in settlement:

- 1) Finding areas of mutual interest
- 2) Identifying innovative solutions or recommended settlements
- 3) Seeking win-win strategies
- 4) Evaluating the parties positions and advising of logical weaknesses
- 5) Helping the parties to stay focused on the big picture

d. Evaluating the parties' approach and the propriety of ADR

- 1) Is the disagreement over a need for revenge?
- 2) Do the parties believe that compromise equals defeat?
- 3) Is a final third party decision necessary to prevent disruption or recurrence of disagreements in the future?
- 4) Are the parties rigidly positioned in their position?
- 5) Is there no authority by the parties to settle?
 - An issue outside of the contract
 - An issue of fraud or other criminal activity might be involved
 - An issue of bankruptcy might be involved
 - No warrant or actual authority granted to a negotiator
 - Settlement prevented by policy of the organization

A.3.2 The Standing Neutral is not limited to the activities identified above, but is expected to act in accordance with those activities he/she deems necessary. Should ADR not appear appropriate for any of the reasons set forth in this Attachment, the Standing Neutral shall identify his/her concerns with counsel for both parties.

ARTICLE 21

Dispute Resolution

21.1. Dispute Resolution Process. The Government and the Consortium recognize that disputes relating to their rights and obligations hereunder may arise from time to time during the term of this Agreement. It is the objective of the Government and the Consortium to establish procedures to facilitate the resolution of disputes arising under this Agreement in an expeditious manner by mutual cooperation. To accomplish this objective, the Government and the Consortium agree to follow the procedures set forth in this Article if and when a dispute arises.

21.1.1 In the event of disputes between the Government and the Consortium, the party seeking to resolve such dispute will, by written notice to the other, have such dispute referred to the respective representatives designated below or their successors or designees. The respective representatives will attempt to resolve such disputes by good faith negotiations within fourteen (14) calendar days after such notice is received. Said designated representatives are as follows:

For the Government: Designated Representative

For the Consortium: Designated Representative

21.1.2 In the event the designated representatives are not able to resolve disputes covered by Section 21.1.1 within fourteen (14) calendar days after notice is received, either the Government or the Consortium may invoke the provisions of Paragraph 21.2 set forth below. Notwithstanding, the AO for the Government is the only authorized representative of the Government who may modify this Agreement and/or Research Project Awards hereunder.

21.2 Alternative Dispute Resolution (ADR).

21.2.1 Disputes. This ADR procedure set forth below shall apply to all other disputes arising under this Agreement as well as all other disputes that arise under the Research Project Awards awarded pursuant to this Agreement:

(a) The Government and the Consortium agree to use a two-step procedure before resorting to litigation. Step one involves the submission of the dispute to a Standing Neutral. Step two involves the submission of the matter in dispute to a Mediator mutually agreed to by the Government and the Consortium.

(b) Step One: The Government and the Consortium have selected TBD, as the Standing Neutral (See Attachment 8) and he/she has agreed to serve in that capacity and to be available on reasonable notice. In the event that the Standing Neutral named above becomes unwilling or unable to serve, the Government and the Consortium agree to select an alternate Standing Neutral.

(c) If the representatives of the Government and the Consortium designated in Paragraph 21.1 have not been able to resolve the dispute within fourteen (14) calendar days of receipt of notice of the dispute, either the Government or the Consortium may give written notice to the Standing Neutral briefly identifying the dispute and giving notice of its intention to submit the matter to the Standing Neutral.

(d) After the initial notice, neither the Government nor the Consortium shall initiate ex parte communications regarding the substance of the dispute with the Standing Neutral. The Standing Neutral shall schedule an initial conference for the Government and the Consortium with the forum for the initial conference to be at a convenient location selected at the discretion of the Standing Neutral. At the initial conference, the Government and the Consortium shall set forth the general basis of their positions in the dispute.

(e) After the initial conference, the manner and frequency of communications shall be at the discretion of the Standing Neutral. Within seven (7) calendar days of the initial conference, the Standing Neutral will notify the Government and the Consortium of the written documentation necessary to support their respective positions.

(f) Within twenty (20) calendar days of receipt of notice from the Standing Neutral of the documentation needed, the Government and the Consortium shall submit a written position paper and the requested documentation. The written position paper shall, as a minimum, include the following:

(1) Written statement of facts relevant to the dispute;

- (2) The party's written position and rationale for its position;
- (3) All other information supporting the party's position; and
- (4) The documentation requested by the Standing Neutral.

The written position shall be submitted to the Standing Neutral and to other party contemporaneously. The Government and the Consortium further agree to honor all additional reasonable requests for information from the Standing Neutral.

(g) After receipt of the written position papers and documentation, the Standing Neutral may interview witnesses, request additional documents, and generally use all means at his or her disposal to gather facts relevant to the dispute.

(h) The Government and the Consortium may be represented by counsel in matters before the Standing Neutral. Each party will notify the Standing Neutral and the other party of the name, address, telephone and fax numbers, and electronic mail address of its counsel.

(i) The Standing Neutral will provide the Government and the Consortium a written statement of recommendation regarding resolution of the dispute within twenty (20) calendar days of the initial conference or receipt of the Government's and the Consortium's written position paper and documentation, whichever is later. The Government and the Consortium may mutually agree in writing to an extension of the date for the Standing Neutral to provide a written statement of recommendation. The Government and the Consortium shall equally share the cost of using the Standing Neutral, excluding attorney fees.

(j) The Standing Neutral must agree to apply the principles included in Attachment A to this Agreement to resolve the dispute. The Standing Neutral's written statement of recommendation is not binding on the Government or the Consortium. Within seven (7) calendar days after receipt of the written statement of recommendation, the Government or the Consortium may, by written notice to the Standing Neutral and the other party, identify any computational, typographical or similar error in the written statement of recommendation and request that the Standing Neutral correct such error. The Standing Neutral may also make similar corrections on his or her own initiative.

(k) Within fourteen (14) calendar days after the receipt of the Standing Neutral's written statement of recommendation, or corrected recommendation, the Government and the Consortium shall notify each other in writing of their intention to implement the recommendation or their intention to refer the matter to Mediation (Step Two).

(l) Step Two: If either the Government or the Consortium gives notice of its intent to refer the matter to Mediation, the Government and the Consortium will mutually select a Mediator. The Government and the Consortium acknowledge that mediation services are available from a wide range of potential providers, and that the most valuable provider may differ based on the nature of the unresolved dispute existing between the Government and the Consortium.

(m) The Government and the Consortium agree to exchange a list of not more than three potential mediators within seven (7) days of receipt of notice of the intent to refer the matter to Mediation. Each list of potential mediators shall contain sufficient information to allow the other party to evaluate the qualifications of the proposed mediator, including, at a minimum, name, address, and telephone number for the proposed mediator, and a brief description regarding any previous experience the proposing party has had with the mediator, including known fees or rates charged by the mediator. Within twenty (20) calendar days of notice of intent to refer the matter to Mediation, the Government and the Consortium shall mutually select a mediator from the lists of potential mediators

(the "Mediator"). The Government and the Consortium shall equally share the cost of Mediation, excluding attorney fees.

(n) Although the mutually selected Mediator will likely establish the Mediation procedures, the Government and the Consortium agree in advance to the following basic procedures:

(1) Participants - the Consortium shall be represented by the individual delineated in 21.1.1 or his/her successor or designee. The Government shall be represented by the individual delineated in 21.1.1, or his/her successor or designee. The Government and the Consortium may be represented by counsel in a matter before the Mediator. The Government and the Consortium will notify the Mediator and the other party of the name, address, telephone and fax numbers of their counsel.

(2) Duration - Either the Government or the Consortium may discontinue the mediation process at any time if it feels the process is no longer productive. If the Government or the Consortium chooses to withdraw from the process, the withdrawing party shall immediately notify the Mediator and the other participant.

(3) Confidentiality and Use of Information - All negotiations, documentation and statements pursuant to this ADR Procedure are considered confidential and shall be treated in accordance with all applicable rules of evidence and law, including but not limited to Federal Rules of Evidence (FRE), Rule 408 and 5 U.S.C. Sections 573 and 574. Neither the Government, the Consortium nor the Mediator shall voluntarily disclose any dispute resolution communications. The Mediator shall be disqualified as a witness, consultant or expert in any pending or future action relating to the subject matter of the Mediation. If the Mediator or the Government or the Consortium receives a demand for disclosure, then the notified party shall notify the Mediator and other party as soon as reasonably practicable and, in any event, prior to disclosure.

(4) The Government and the Consortium agree to provide the Mediator with all relevant information necessary, including the position papers and documentation provided to the Standing Neutral. The Government and the Consortium also agree to exchange additional information as recommended by the Mediator. The Government and the Consortium will participate in good faith and agree that personal attacks and inflammatory statements are unacceptable.

(o) This ADR Process shall be effective upon the signing of this Agreement.

It may be modified or amended by mutual agreement of the Government and the Consortium. Any settlement agreement reached by the Government and the Consortium under this ADR Procedure shall be incorporated into the Agreement via formal written modification. No such modification(s) will be required if the agreement reached does not affect the contractual rights of the Government and the Consortium.

21.2.2 No ADR of Patent Issues. Disputes regarding the scope, validity and enforceability of patents shall not be subject to Section 21.2 and shall be submitted to a court of competent jurisdiction.

21.2.3 No ADR of Budget, Research Plan and Source Selection Issues. Disagreements regarding the Government's Budget, Research Plans or Source Selection Decisions are not subject to Section 21.2.

21.3 Disputes Not Resolved by Standing Neutral or Mediator. Any disputes between the Government and the Consortium not resolved by the process set forth in Articles 21.1 or 21.2 may be resolved in United States District Court for the District of Columbia.

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
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0002	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0003	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0004	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0005	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0006	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0007	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0008	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0009	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0010	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0011	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	
0012	POP 14-SEP-2015 TO 14-SEP-2025	N/A	N/A FOB: Destination	