

## Research Subcontract

No. #22-01381 ("Subcontract")

Under Advanced Technology International (ATI) ("Prime Sponsor") Prime Contract No. AMTC-19-01-039 ("Prime Contract"), this Subcontract is entered into between the Prime Contractor and Subcontractor named below for the performance of a portion of the Scope of Work originally awarded to the Prime Contractor. The parties agree to the following terms and conditions:

<b>Prime Contractor</b> ("Contractor") Name: <b>Wichita State University</b> Address: <b>1845 Fairmount, Wichita, KS 67260-0007</b> DUNS: <b>053078127</b>	<b>Subcontractor</b> ("Subcontractor") Name: <b>General Electric Company – Edison Works</b> Address: <b>1000 Western Avenue, Lynn, MA 01910</b> DUNS: <b>001408509</b>
Prime Contractor PI Name: <b>John S. Tomblin, Ph.D.</b>	Subcontractor PI Name: <b>James Noel</b>
<b>Subcontract Period of Performance:</b> Budget Period: From: <b>06/13/2022</b> Through: <b>04/28/2023</b> Total Project Period: From: <b>06/13/2022</b> Through: <b>04/28/2023</b>	<b>Contract Value:</b> Funding This Action: <b>\$238,959.25</b> Total Funding to Date: <b>\$238,959.25</b>
<b>Subcontract Type: Cost Reimbursement</b>	Anticipated Total Contract Value: <b>\$238,959.25</b>

**Project Title: Emerging Materials for High-Speed Missile Applications**

1. **Subcontractor's Work:** Subcontractor shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 4, "Subcontractor Statement of Work" (the "Work").
2. **Limitation on Costs:** Prime Contractor shall not be liable to Subcontractor for any amount greater than the "Total Funding to Date" set forth above for any Work performed, such amount to match Subcontractor's Budget, as set forth in Attachment 5.
3. **Payment:** Subcontractor shall invoice Prime Contractor not more often than monthly and not less frequently than quarterly for allowable costs incurred. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs, Subcontract number, and the following certification as to truth and accuracy of invoice "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. *Invoices that do not reference Subcontract Number and certification may be returned to Subcontractor.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's **Financial** Contact as shown in Attachments 3A & 3B. All payments shall be considered provisional and subject to adjustment if necessary and in accordance with 32 CFR § 34. Prime Contractor reserves the right to reject any invoice that does not comply with the terms of this Subcontract. Subcontractor shall have the right to submit a correct invoice. A corrected invoice should be submitted as soon as possible, and no later than thirty (30) days following the end of the Period of Performance.
4. **Incorporation of General Terms and Conditions:** The documents set forth in Section 5 below (the "Attachments") are attached hereto and hereby incorporated in their entirety as if fully set forth herein.
5. **Order of Precedence:** Any inconsistencies in this Subcontract shall be resolved by giving precedence in the following order:
  - a. This Subcontract and Attachment 1, "Representations and Certifications;"
  - b. Attachment 6, "AMTC Base Agreement," "Project Agreement" and Modifications and Attachments thereto (hereinafter "Prime Contract Terms and Conditions");
  - c. Attachment 2, "General Terms and Conditions;"
  - d. Attachment 4, "Subcontractor Statement of Work and Reporting Requirements;"
  - e. Attachment 5, "Subcontractor's Budget" or "Payment Schedule;" and
  - f. Other documents, exhibits, and attachments
6. **Key Personnel:** Subcontractor's Principal Investigator, **Ken Hix, Consulting Engineer – Chief Engineering**, and/or any other Subcontractor personnel identified in the Prime Contract (collectively, "Key Personnel"), is/are considered essential to the Work to be performed under this Subcontract. Substitution and/or substantial reduction in commitment of Subcontractor's Key Personnel requires the prior written approval of Prime Contractor. Subcontractor shall notify Prime Contractor in writing at least thirty (30) business days in advance of any reduction in commitment and/or replacement of Key Personnel and shall, in such notice, propose substitute Key Personnel ("Substitute Key Personnel"). Upon notification of Subcontractor's desire to use Substitute Key Personnel, Prime Contractor may (a) accept such Substitute Key Personnel, (b) request different Substitute Key Personnel, or (c) terminate this Subcontract, without penalty. Prime Contractor shall notify Subcontractor of its decision within thirty (30) business days of Prime Contractor's receipt of notification under this Section (or longer, if agreed to in writing by the parties).
7. **Confidential and/or Proprietary Information.** The parties understand and agree that each party may, from time to time during the term of this Subcontract, exchange and/or disclose Confidential and/or Proprietary Information with the other party. This Section 7 shall apply to and govern the oral or written communication of Confidential and/or Proprietary Information between the parties; however, Section 11: Data Rights and Copyrights shall control the rights in data for all data delivered under performance of this Subcontract.
  - a. **Definitions.**

- i. "Disclosing Party" means the party who discloses Confidential and/or Proprietary Information as contemplated by the subsequent paragraphs.
- ii. "Receiving Party" means the party who receives Confidential and/or Proprietary Information disclosed by a Disclosing Party.
- iii. "Confidential and/or Proprietary Information" means information and materials of a Disclosing Party which are designated as confidential and/or proprietary or as a Trade Secret in writing by such Disclosing Party, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed by such Disclosing Party to the Receiving Party. Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed by a Disclosing Party, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Confidential and/or Proprietary Information or a Trade Secret if such Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing the material or information and indicating that it is confidential and/or proprietary or a Trade Secret, provided that any disclosure of information by the Receiving Party prior to receipt of such notice shall not constitute a breach by the Receiving Party of its obligations under this Paragraph. Confidential and/or Proprietary Information does not mean data, software, or software documentation delivered in performance of this Subcontract which would be governed by Section 11: Data Rights and Copyrights.
- iv. "Trade Secret" means all forms and types of financial, business, scientific, technical, economic or engineering or otherwise proprietary information, including, but not limited to, patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if:
  1. The owner thereof has taken reasonable measures to keep such information secret; and
  2. The information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means, by the public.

Trade Secret does not mean data, software, or software documentation delivered under performance of this Subcontract, which would be governed by Section 11: Data Rights and Copyrights.

- b. **Confidentiality and Authorized Disclosure.** The Receiving Party agrees, to the extent permitted by law, that Confidential and/or Proprietary Information shall remain the property of the Disclosing Party, and that, unless otherwise agreed to by the Disclosing Party, Confidential and/or Proprietary Information shall not be disclosed, divulged or otherwise communicated by it to third parties or used by it for any purposes other than in connection with the Work performed hereunder and the licenses granted in Section 10 Patent Rights, and Section 11: Data Rights and Copyrights. However, the duty to protect such Confidential and/or Proprietary Information shall not extend to materials or information that are or later become:
  - i. received or become available without restriction to the Receiving Party under a proper, separate agreement,
  - ii. not identified with a suitable notice or legend (subject to the cure procedures described in the definition of "Confidential and/or Proprietary Information" above),
  - iii. lawfully in possession of the Receiving Party without such restriction to the Receiving Party at the time of disclosure thereof as demonstrated by prior written records,
  - iv. part of the public domain through no fault of the Receiving Party,
  - v. received by the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party that made the disclosure,
  - vi. developed independently by the Receiving Party without use of Confidential and/or Proprietary Information as evidenced by written records,
  - vii. required by law or regulation to be disclosed; provided, however, that the Receiving Party has, to the extent allowed by law or regulations, provided written notice to the Disclosing Party promptly so as to enable such Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.
- c. **Return of Confidential and/or Proprietary Information.** Upon the request of the Disclosing Party, the Receiving Party will promptly return all copies and other tangible manifestations of the Confidential and/or Proprietary Information. As used in this Section, tangible manifestations include human readable media as well as magnetic and digital storage media. In the event that return of all tangible manifestations is not practicable, the party may propose an alternative process to ensure the verifiable destruction of such tangible manifestations. Such alternative process must be agreed upon in writing by both parties prior to implementation.
- d. **Term.** The obligations of the Receiving Party under this Section shall continue for a period of five (5) years after the expiration or termination of this Subcontract.
- e. **Flowdown.** Subcontractor shall flow down the requirements of this section to its respective personnel, agents and subcontractors at all levels receiving such Confidential and/or Proprietary Information under this Subcontract.

8. **Publication.**

a. Subcontractor must receive written Prime Contractor approval prior to Public Release of data developed by any party, including the Government, under this Subcontract. At least ninety (90) days prior to the scheduled release date, Subcontractor shall submit to Prime Contractor at least two (2) copies of the information to be released.

b. The parties to this Subcontract are responsible for assuring that an acknowledgment of Government support will appear in any publication of any material based on or developed under this Subcontract, using the following language:

“Effort sponsored by the U.S. Government under Other Transaction number W9124P-19-9-0001 between AMTC and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon.”

c. The parties to this Subcontract are also responsible for assuring that every publication of material based on or developed under this Subcontract contains the following disclaimer:

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

9. **Public Announcement.** Any public announcements (including but not limited to press releases, website postings, use and/or reference in any response to solicitation, or other public statements) by any party regarding this Subcontract shall follow the procedures set forth in Section 8(a) (Publication).

10. **Patent Rights.**

a. **Definitions.** For purposes of this Section 10, the following terms shall have the definitions ascribed below:

- i. “Invention” means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.
- ii. “Made” when used in relation to any Invention means the conception or first actual reduction to practice of such Invention.
- iii. “Practical application” means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and in each case, under such conditions as to establish that the Invention is capable of being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- iv. “Subject Invention” means any Invention of Subcontractor conceived or first actually reduced to practice in the performance of Work under this Subcontract.
- v. “Background Invention” means any Invention made by Subcontractor (or its subcontractors of any tier) prior to performance of Work under this Subcontract or outside the scope of Work performed under this Subcontract.

b. **Allocation of Principal Rights.** Subcontractor shall retain the entire right, title and interest throughout the world to each Subject Invention consistent with the provisions of this Section 10. With respect to any Subject Invention in which Subcontractor retains title, the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced on behalf of the United States the Subject Invention throughout the world. Subcontractor may elect to provide full or partial rights that it has retained in the Subject Invention to other parties.

c. **Invention Disclosure, Election of Title, and Filing of Patent Application**

- i. Subcontractor shall disclose each Subject Invention to the Government through Prime Contractor within two (2) months after the inventor responsible for the Subject Invention discloses it in writing to Subcontractor’s company personnel responsible for patent matters. The disclosure to the Prime Contractor shall be in the form of a written report and shall identify this Subcontract and the specific SOW under which the Subject Invention was made and the identity of the inventor(s). The disclosure shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the Subject Invention. The disclosure shall also identify any publication, sale, or public use of the Subject Invention and whether a manuscript describing the Subject Invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure.
- ii. If the Subcontractor determines that it does not intend to retain title to any such Subject Invention, the Subcontractor shall notify the Prime Contractor, in writing, within nine (9) months of the disclosure pursuant to Paragraph (c)(i) above. However, in any case where publication, sale or public use has initiated the one (1) year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened to a date that is no more than six (6) months prior to the end of the statutory period.
- iii. Subcontractor shall file its initial patent application (whether provisional or non-provisional) on a Subject

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

- iv. Subcontractor's request for an extension of time for disclosure election and filing shall not be unreasonably withheld.
- d. Conditions When the Government May Obtain Title.** Upon written request from the Government, Subcontractor shall convey to the Government title to any Subject Invention under any of the following conditions:
  - i. If Subcontractor fails to disclose or elects not to retain title to the Subject Invention within the times specified herein; provided that the Government may only request title within sixty (60) days after learning of the failure of the Subcontractor to disclose or elect within the specified times.
  - ii. In those countries in which Subcontractor fails to file patent applications within the times specified herein; provided that if Subcontractor has filed a patent application in a country after the times specified herein but prior to its receipt of the written request by the Government, Subcontractor shall continue to retain title in that country; or
  - iii. In any country in which Subcontractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a Subject Invention.
- e. Minimum Rights to the Subcontractor and Protection of the Subcontractor's Right to File.** The Parties agree that:
  - i. Subcontractor shall retain a non-exclusive, royalty-free license throughout the world in each Subject Invention to which the Government obtains title. Subcontractor's license extends to its domestic (including Canada) subsidiaries and affiliates, if any, and includes the right to grant sublicenses of the same scope to the extent that the Subcontractor was legally obligated to do so at the time the Project under the Agreement was funded. This license is transferable only with the approval of the Government, except when transferred to the successor of that part of the Subcontractor's business to which the Subject Invention pertains. Government approval for license transfer shall not be unreasonably withheld.
  - ii. Subcontractor's domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of the Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 CFR Part 404. Subcontractor's license shall not be revoked or modified in that field of use or in the geographical areas in which the Subcontractor has achieved practical application and continues to make the benefits of the Subject Invention reasonably accessible to the public. Subcontractor's license in any foreign country may be revoked or modified at the discretion of the Government to the extent the Subcontractor, its licensees, or its subsidiaries or affiliates have failed to achieve practical application in that foreign country.
  - iii. Before revocation or modification of the Subcontractor's license, the Government must furnish, either directly to the Subcontractor or to the Prime Contractor with the instruction to pass along to the Subcontractor, a written notice of the Government's intention to revoke or modify the license, and Subcontractor shall be allowed thirty (30) calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.
- f. Action to Protect the Government's Interest**
  - i. Subcontractor shall execute or have executed and promptly deliver to the Government all instruments necessary to (a) establish or confirm the rights the Government has throughout the world in those Subject Inventions to which Subcontractor elects to retain title, and (b) convey title to the Government when requested hereunder, and to enable the Government to obtain patent protection through the world in the Subject Invention.
  - ii. Subcontractor agrees to require, by written agreement, that its employees working under this Subcontract, other than clerical and non-technical employees, agree to disclose promptly in writing to Subcontractor's personnel identified as responsible for the administration of patent matters and in a format acceptable, each Subject Invention made under this Subcontract. Subcontractor must then comply with the disclosure provisions set forth herein and execute all papers necessary to file the patent applications on the Subject Invention and establish the Government's rights in the Subject Invention. Subcontractor acknowledges and shall instruct its employees, either through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
  - iii. Subcontractor shall notify the Government through the Prime Contractor of any decision not to continue to

prosecution of a patent application, pay maintenance fees or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty (30) days before the expiration of the response period required by the relevant patent office.

- iv. Subcontractor shall include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement: "This invention was made with U.S. Government support under Agreement no. W9124P-19-9-0001 awarded by the Army Contracting Command-Redstone Arsenal to the AMTC. The Government has certain rights in the invention."
- g. **Lower-Tier Agreements.** Subcontractor shall include this Section 10 suitably modified to identify the parties, in all lower-tier agreements, regardless of tier, for experimental, development or research work.
- h. **Reporting on Utilization of Subject Inventions.** Upon request, Subcontractor agrees to submit, during the term of this Subcontractor, periodic reports no more frequently than annually on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the Subcontractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by Subcontractor and such other data and information as the Government may reasonably specify. Subcontractor also agrees to provide additional reports as may be requested by the Government in connection with any march-in proceedings undertaken by the Government in accordance with Paragraph (j) of this Section 10. Consistent with 35 U.S.C. § 205, the Government agrees it shall not disclose such information to persons outside the Government without the permission of the Subcontractor.
- i. **Preference for American Industry.** Notwithstanding any other provision of this Section 10, Subcontractor shall not grant to any person the exclusive right to use or sell any Subject Invention in the United States or Canada unless such person agrees that any product embodying the Subject Invention or produced through the use of the Subject Invention shall be manufactured substantially in the United States or Canada. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by the Subcontractor that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.
- j. **March-in Rights.** March-in Rights will follow the procedures set forth in 37 CFR 401.6. Subcontractor agrees that, with respect to any Subject Invention in which Subcontractor has retained title, the Government has the right to require Subcontractor to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Subcontractor refuses such a request, the Government has the right to grant such a license itself if the Government determines that:
  - i. Such action is necessary because neither Subcontractor nor its assignees or licensees have taken effective steps, consistent with the intent of this Subcontract, to achieve practical application of the Subject Invention;
  - ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by Subcontractor, its assignees or licensees;
  - iii. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by the Subcontractor, its assignees or licensees; or
  - iv. Such action is necessary because the agreement required by Paragraph (l) of this Section 10, has not been obtained or waived or because a licensee who has the exclusive right to use or sell any subject invention in the United States is in the breach of such agreement.

The Government shall provide Subcontractor notification as soon as practicable, but no later than five (5) calendar days following the exercise of any rights under this Paragraph (j).

- k. **Opportunity to Cure.** Certain provisions of this Section 10 provide that the Government may gain title or a license to a Subject Invention by reason of Subcontractor's action, or failure to act, within the times required by this Section 10. Prior to claiming such rights (including any rights under Paragraph j of this Section 10), the Government will give written notice to Subcontractor, through the Prime Contractor, of the Government's intent, and afford the Subcontractor a reasonable time to cure such action or failure to act. The length of the cure period will depend on the circumstances, but in no event will be more than sixty (60) days. Subcontractor may also use the cure period to show good cause why the claiming of such title or right would be inconsistent with the intent of this Subcontractor in light of the appropriate timing for introduction of the technology in question, the relative funding and participation of the parties in the development of the Subject Invention, and other factors.
- l. **Background Inventions.** In no event shall the provisions set forth in this Section 10 apply to any Background Inventions or Patents. Subcontractor or its subcontractors shall retain the entire right, title, and interest throughout the world to each such Background Invention and Patent that each party has brought to the Work performed under this Subcontract and the Government shall not have any rights under this Subcontract to such Background Inventions and Patents. Projects to be funded under this Subcontract will list Background Inventions and Patents anticipated to be used in the Work; such listing may be amended by the Parties as appropriate to reflect changes in such plans.
- m. **Survival Rights.** The provisions of this Section 10 shall survive termination of this Subcontract.
- n. **Patent Rights Clauses.** Rights in Patents under this Subcontract shall be determined in accordance with the following

FAR Part 27 clauses and provisions:

FAR 52.227-1 Authorization and Consent and Alternate I (Apr 1984)

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

FAR 52.227-3 Patent Indemnity

FAR 52.227-6 Royalty Information

FAR 52.227-9 Refund of Royalties

FAR 52.227-10 Filing of Patent Applications – Classified Subject Matter

FAR 52.227-3, Patent Indemnity, FAR 52.227-6, Royalty Information, and FAR 52.227-9, Refund on Royalties will be listed in the SOW if applicable to the Work on a case-by-case basis only to the extent that the applicable circumstances, the terms of the clause, or the prescribing conditions are met.

#### 11. Data Rights and Copyrights.

- a. **General.** Rights in technical data and computer software under this Subcontract shall be determined in accordance with the following DFARS Part 227 clauses:

DFARS 252.227-7013 Rights in Technical Data – Noncommercial Items

DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation

DFARS 252.227-7015 Technical Data – Commercial Items

DFARS 252.227-7016 Rights in Bid or Proposal Information

DFARS 252.227-7018 Rights in Noncommercial Technical Data and Computer Software – Small Business Innovation Research (SBIR) Program (DEVIATION 2020-O0007)

DFARS 252.227-7019 Validation of Asserted Restrictions – Computer Software

DFARS 252.227-7020 Rights in Special Works

DFARS 252.227-7021 Rights in Data-Existing Works

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends

DFARS 252.227-7026 Deferred Delivery of Technical Data or Computer Software

DFARS 252.227-7027 Deferred Ordering of Technical Data or Computer Software

DFARS 252.227-7030 Technical Data – Withholding of Payment

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data

FAR or DFARS clauses are incorporated by reference but apply only to the extent the circumstances, the terms of the clause, or the prescribing conditions are met.

Subcontractor reserves the right to protect by copyright original works developed under this Subcontract. All such copyrights will be in the name of Subcontractor. Subcontractor shall grant to the Government a non-exclusive, non-transferable, royalty-free, fully paid-up, perpetual license to reproduce, prepare derivative works, distribute copies to the public and perform publicly and display publicly, for governmental purposes, any copyrighted materials developed under this Subcontract, and to authorize others to do so. However, notwithstanding the above, proprietary or otherwise protected information (including technical data and software) shall not be disclosed or released unless such release or disclosure is allowed under at least one of the above cited DFARS clauses.

In the event Technical Data are exchanged with a notice indicating that the data is protected under copyright as a published, copyrighted work, and it is also indicated on the data that such data existed prior to, or was produced outside of, this Subcontract, the party receiving the data and others acting on its behalf may only reproduce, distribute and prepare derivative works for the purpose of carrying out that party's responsibilities under this Subcontract. Subcontractor is responsible for affixing appropriate markings indicating the rights of the Government on all technical data delivered under this Subcontract.

Nothing in this Subcontract shall preclude Subcontractor from having status and data rights afforded under a Small Business and Innovation Research ("SBIR") funding agreement for SBIR Phase III work funded under this Subcontract, if otherwise properly qualified, and provided that the work derives from, extends, or logically concludes effort(s) performed under prior SBIR funding agreements.

- b. **Data First Produced by the Government and/or Prime Contractor.** To the extent that data first produced by the Government and/or Prime Contractor during the performance of this Subcontract is used by or on behalf of Subcontractor in the performance of this Subcontract, the Government and/or Prime Contractor shall retain its/their preexisting rights in such data, including modifications or changes, made by either Government, Prime Contractor, and/or Subcontractor, to such data as part of the performance under this Subcontract. Such data will, to the extent permitted by law, be appropriately marked with a suitable notice or legend and maintained in confidence by

Subcontractor for a period of ten (10) years after the development of the data, with the express understanding that during the aforesaid period such data may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for Government purposes only.

- c. **Prior Technology.** In the event it is necessary for the Government to furnish Subcontractor with data which existed prior to, or was produced outside of this Subcontract, and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by Subcontractor only for the purpose of carrying out the responsibilities under this Subcontract. Data protection will include proprietary markings and handling, and the signing of non-disclosure agreements by Subcontractor's employees and contractors and/or its subcontractors' employees. Upon completion of activities under this Subcontract, such data will be disposed of as requested by the Government.
- d. **Subcontractor's Prior Technology.** In the event it is necessary for Subcontractor to furnish the Government with data which existed prior to, or was produced outside of, this Subcontract, and such data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such data is so identified with a suitable notice or legend, the data will be maintained in confidence and disclosed and used by the Government, Government contractors, the Prime Contractor, or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this Subcontract consistent with the provisions of Section 7 of this Subcontract. Data protection will include proprietary markings and handling, and the signing of non-disclosure agreements by such Government contractors or contract employees. Subcontractor, if furnishing data which existed prior to or was produced outside of this Subcontract, has the right to license such data to other subcontractor(s) or to entities not a party to this Subcontractors for a fee and/or royalty payments as determined by Subcontractor furnishing such data.
- e. **Lower-Tier Agreements.** Subcontractor shall include this Section 11, suitably modified to identify the parties, in all subcontracts and lower-tier agreements, regardless of tier, for experimental, development or research work performed under this Subcontract.
- f. **Other Instances.** Notwithstanding the terms in this Section 11, differing rights in data may be negotiated by the parties on a case-by-case basis.
- g. **Survival Rights.** Provisions of this Section 11 shall survive termination of this Subcontract.

12. **Dispute Resolution.** The parties shall attempt to resolve all disputes through informal means. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures are less expensive or less time consuming can be adopted to resolve the dispute. Notwithstanding the foregoing, nothing in this Subcontract shall prevent and/or prohibit either party from exercising any rights available to it either at law or in equity.

13. **Insurance.** Subcontractor must procure and maintain, at Subcontractor's expense, during the period of this Subcontract, the insurance described herein. Insurance must be with a company or companies qualified to do business in Kansas or in the state where the Work is being performed.

- a. **Liability Insurance.** All liability insurance policies will name Prime Contractor as additional insured with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the gross negligence or willful misconduct of Subcontractor, its agents, representatives, and employees. Subcontractor must furnish certificates of insurance to Prime Contractor in the following minimum limits prior to execution of this Subcontract and no less than annually thereafter:
  - i. **Comprehensive General Liability Insurance.** Subcontractor shall maintain comprehensive general liability insurance with limits not less than \$1 million for each occurrence involving bodily injury and property damage, a general aggregate of \$1 million and products-completed operation aggregate of \$1 million. Such coverage must include premises operations broad form property damage, completed operations, independent contractors, and contractual and products liability.
  - ii. **Worker's Compensation Insurance.** Subcontractor shall maintain worker's compensation insurance as required by applicable state statute.

14. **Indemnification.** To the extent permitted by Kansas law and without waiving any applicable immunities, defenses, limitations or obligations, the parties shall indemnify and hold harmless the other party against any and all third-party claims arising out of or in connection with Subcontractor's performance of Work under this Subcontract. The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires Prime Contractor to reiterate that nothing related to this Subcontract shall be deemed a waiver of the Eleventh Amendment and/or Prime Contractor's sovereign immunity. Prime Contractor shall not be precluded from receiving the benefits of any policy coverage or proceeds that an insurance company may carry which provides for indemnification for any loss or damage to property in Subcontractor's custody and control, where such loss or destruction is to Prime Contractor's property. Subcontractor shall do nothing to prejudice Prime Contractor's right(s) to recover against third parties for any loss, destruction or damage to Prime Contractor's property.

15. **Export Control.** Each party agrees to comply with U.S. Export regulations including, but not limited to, the requirements of the Arms Export Control Act, as amended 22 U.S.C. § 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R.

§ 120 et seq.; and the Export Administration Act of 1979, 50 U.S.C. app. § 2401-2420. Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Subcontract. Accordingly, Subcontractor shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations. Subcontractor shall include this Section, suitably modified to identify all parties, in all lower-tier agreements. This Section shall, in turn, be included in all sub-tier subcontracts or other forms of lower-tier agreements, regardless of tier.

16. **OPSEC Requirements.** To the extent applicable, any OPSEC requirements, including limitation to US Persons only shall be set forth in the SOW.
17. **Waiver of Liability.** With regard to the activities undertaken pursuant to this Subcontract, Subcontractor shall not make any claim against the Prime Contractor, the Prime Sponsor or the Government, the employees of the Prime Contractor or the Prime Sponsor or the Government, the Prime Contractor's or the Prime Sponsor's or the Government's related entities (including their contractors or subcontractors), or the Prime Contractor's or the Prime Sponsor's or the Government's employees, or the Prime Contractor's or the Prime Sponsor's or the Government's contractors or subcontractors, for any injury to or death of its own employees or employees of its contractors or subcontractors, or for damage to or loss of its own property or that of its contractors or subcontractors, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.
18. **Damages.** The parties shall not be liable to each other for consequential, punitive, special and incidental damages or other indirect damages, whether arising in contract (including warranty), tort (whether or not arising from the negligence of a party) or otherwise.
19. **Extension of Waiver of Liability.** Subcontractor agrees to extend the waiver of liability set forth above to subcontractors at any tier under a subcontract by requiring them, by contract or otherwise, to agree to waive all claims described above against the Prime Contractor, the Prime Sponsor or the Government. Subcontractor also agrees to flow down the damages limitation set forth above to subcontractors at any tier.
20. **Applicability.** Notwithstanding the other provisions of this Subcontract, the waiver of liability set forth in Section 17 and Section 19 shall not be applicable to:
  - a. Claims between the parties and the Government regarding a breach, noncompliance, or nonpayment of funds;
  - b. Claims for damage caused by willful misconduct; and
  - c. Intellectual property claims.
21. **Termination.** The parties shall have the right to terminate this Subcontract at any time and for any reason with thirty (30) days written notice. Prime Contractor shall have the right to immediately terminate this Subcontract if the Government or Prime Sponsor terminates the Prime Contract. After receipt of a notice of termination, Subcontractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:
  - a. Stop work and direct subcontractors to stop Work as specified in the notice.
  - b. Place no further subagreements, subcontracts or orders (collectively referred to as "orders" in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the Work.
  - c. Terminate all orders to the extent they relate to the Work terminated.
  - d. With approval or ratification to the extent required by the Prime Contractor, settle all outstanding liabilities and termination settlement proposals arising from the termination of orders; the approval or ratification will be final for purposes of this clause.
  - e. As directed by the Prime Contractor, provide, under the terminated portion of this Subcontract, a transfer of title to the following, where applicable, and deliver to the Prime Contractor:
    - i. the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
    - ii. completed or partially completed plans, drawings, information, and other property. This requirement applies only to items that, if the order had been completed, would have been required to be furnished to the Prime Contractor.
  - f. Complete performance of any Work not terminated, if applicable.
  - g. Take any action that may be necessary, or that the Prime Contractor may direct, for the protection and preservation of the property related to this Subcontractor that is in the possession of Subcontractor (or any of its subcontractors) and in which the Government and/or the Prime Contractor has or may acquire an interest.
  - h. Use its best efforts to sell, as directed or authorized by the Prime Contractor, any property of the types referred to under Section 21(e); provided, however, that the Subcontractor:
    - i. is not required to extend credit to any purchaser, and
    - ii. may arrange to acquire the property under the conditions prescribed by, and at prices approved by the Prime Contractor.

In the event of termination under this Section 21, Subcontractor shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of termination and shall furnish all necessary data, deliverables, and final reports, in accordance with Attachments 4 and 5, on the Work completed or in progress through the date of termination. In the event that



Prime Sponsor terminates the Prime Contract, Prime Contractor shall terminate this Subcontract in accordance with the terms of the Prime Contract.

22. **Stop Work Order.** In the event of a Stop Work Order issued by the Prime Sponsor, Subcontractor shall immediately comply with the terms of such Stop Work Order upon receiving notice of such Stop Work Order from the Prime Contractor.
23. **Limitation of Liability.** Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law. In no event shall the liability of the parties exceed the value of this Subcontract. If cost-sharing occurs, the liability of Subcontractor hereunder is limited to the amount committed as a Cash Contribution or In-Kind Contribution by the Subcontractor. Notwithstanding the foregoing, claims for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed.
24. **Force Majeure.** No failure or omission by either party in the performance of any obligation of this Subcontract shall be deemed a breach of this Subcontract or create any liability if the same shall arise from any cause or causes beyond the control of the parties, including but not limited to, the following: acts of God; acts or omissions of any Government; any rules, regulations or orders issued by any Governmental authority or by any officer, department, and agency or instrumentality thereof; fire; storm; flood; earthquake; accident; war; rebellion; insurrection; riot; pandemic (including but not limited to COVID-19); epidemic; and invasion and provided that such failure or omission resulting from one of the above causes is cured as soon as is practicable after the occurrence of one or more of the above mentioned causes.
25. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Subcontract shall be used to influence or attempt to influence an officer or employee of the Prime Contractor or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
26. **Facility Access.** To the extent Subcontractor is required to be on Prime Contractor's premises in the performance of any contract, Subcontractor and its representatives will adhere to Prime Contractor's reasonable safety and security policies and procedures and will use commercially reasonable efforts not to interfere with the Prime Contractor's regular operations. Subcontractor further agrees to, upon request, include the Prime Contractor as an additional insured on its general liability insurance policy on a primary and non-contributory basis and provide the Prime Contractor with a certificate of insurance.
27. **Anti-Discrimination Clause.** Subcontractor agrees to comply with all applicable state and federal anti-discrimination laws.
28. **Arbitration, Damages and Warranties.** Notwithstanding any language to the contrary, no interpretation of this Subcontract shall find that Prime Contractor has agreed to binding arbitration, or the payment of damages or penalties. Further, Prime Contractor does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to Prime Contractor at law unless otherwise stated herein.
29. **Prime Contractor Insurance:** Prime Contractor shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Subcontract, nor shall this Subcontract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Subcontractor shall bear the risk of any loss or damage to any property in which Subcontractor holds title.
30. **Responsibility for Taxes:** Prime Contractor shall not be responsible for, nor indemnify Subcontractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this Agreement.
31. **Confidentiality.** As a state agency, Prime Contractor's contracts and records are generally public records. Accordingly, no provision of this Subcontract shall restrict Prime Contractor's ability to produce this Subcontract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.) ("KORA"). Prime Contractor shall exercise reasonable efforts to promptly provide Subcontractor with written notice of any potential disclosure under KORA, if permitted by law, to allow Subcontractor, at Subcontractor's sole expense, an opportunity to secure the confidential protection of such records in accordance with the exception provisions listed within K.S.A 45-221.
32. **Assignment.** Neither party may assign this Subcontract or any interest therein without the written consent of the other party except that Subcontractor may assign any of all rights or obligations under this Subcontract to Subcontractor's subsidiaries or affiliates without Prime Contractor's prior written consent. Notwithstanding the foregoing, Subcontractor will inform Prime Contractor of said assignment to its subsidiaries and/or affiliates in writing within thirty (30) days of said assignment. In the event of an approved assignment by either party, this Subcontract will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
33. **Amendment.** No supplement, modification or amendment of this Subcontract shall be binding unless made in writing and signed by a duly authorized representative of each party.
34. **Severability.** If any provision of this Subcontract is determined by a court of competent jurisdiction to be invalid or unenforceable, to any extent, the remainder of this Subcontract shall not be affected and each provision of this Subcontract shall

be enforced to the fullest extent permitted by law.

- 35. **Waiver.** Any waiver shall be in writing and provided to all other parties. 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.
- 36. **Counterparts/Execution.** This Subcontract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via “wet” signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.
- 37. **Electronic Signatures.** The parties agree that this Subcontract may be signed with electronic signatures. Whenever either party executes an electronic signature on this Subcontract, it has the same validity and meaning as a handwritten signature and shall be legally binding equivalent. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
- 38. **Entire Agreement.** This Subcontract (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Subcontract cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the Parties, whether oral or written, relating to the subject matter of this Subcontract.

**IN WITNESS WHEREOF**, duly authorized representative of the parties have entered into this Subcontract as of the date of the last signature set forth below:

**Contractor Signature**

**Subcontractor Signature**

**Name: John S. Tomblin, Ph.D.**

**Title: Senior VP for Industry and Defense Programs**

**Date:**



**Name: Brandie Roets**

**Title: Senior Contract Manager**

**Date: 10 June 2022**

**Research Subcontract  
Attachment 1  
Representations and Certifications  
Subcontract No. #22-01381**

The following is incorporated into the Subcontract by reference.

**ANNUAL REPRESENTATIONS AND CERTIFICATIONS** (JAN 2022), FAR Clause 52.204-8

**ONLINE REPRESENTATIONS & CERTIFICATIONS**, FAR Subpart 4.12:

Subcontractor shall complete electronic annual representations and certifications at <https://www.sam.gov> (System for Award Management, or SAM) (see FAR [4.1102](#)). SAM includes all registrations and certifications previously found in CCR/FedReg, ORCA, and EPLS.

(1) Subcontractor shall update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.

(2) When any of the conditions in paragraph (b) of the clause at [52.219-28](#), Post-Award Small Business Program representation, apply, if Subcontractor represented that it was a small business prior to award of this Subcontract, it must update the representations and certifications in SAM as directed by the clause. If Subcontractor represented that it was other than a small business prior to award of this Subcontract, it may update the representations and certifications in SAM as directed by the clause, if its size status has changed since the date of award.

<https://www.sam.gov/SAM/>

Has Subcontractor's Online Representations and Certifications been completed within the last year?  YES  NO

**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)**

By signing this Subcontract, the Subcontractor Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subcontractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

**FAR 52.204-24, REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

Subcontractor represents that it will, will not provide or deliver any covered equipment, system or service that uses covered telecommunications equipment or services as defined in FAR 52.204-25, "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment," Prime Contractor or the Government in the performance of this Subcontract.

**FAR 52.204-25, PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

Subcontractor represents that it will, will not, subcontract for, or use any equipment, system, or service that uses covered telecommunications equipment or services as defined in Section 889(f)(3) of the National Defense Authorization Act for FY19 as a substantial or essential component of any system, or as critical technology as part of any system which will be used in the performance of this Subcontract.

**Research Subcontract**  
**Attachment 2**  
**General Terms and Conditions**  
**Subcontract No.     #22-01381**

Pursuant to Section 5 of the Subcontract, to the extent any of these General Terms and Conditions conflict with those terms and provisions set forth in the Prime Contract Terms and Conditions and any modifications thereto, the terms and provisions of the Prime Contract Terms and Conditions will control.

1. Independent Contractor. The Subcontractor is engaged as an independent contractor. Nothing in the Subcontract is intended to, or shall be deemed to, constitute a partnership or joint venture between the parties. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's prior written approval.
2. Publicity/Use of Name. Neither party shall use the name, trademark or other logos of the other party, or the name of any faculty member, employee, or student of the other party, in connection with any product, service, promotion, news release, or other publicity without the prior written permission of the other party and, if an individual's name be concerned, of that individual.
3. Classified Research. The parties agree there will be no classified research performed under this Subcontract.
4. Closeout. Along with any other reports or deliverables required hereunder, Subcontractor shall submit its final invoice and release and assignment to Contractor within 45 calendar days following completion of the period of performance of this Subcontract. In the event that quick closeout is requested by Contractor, Subcontractor shall comply with FAR Part 42.708 to complete Subcontract closeout. Payment of the final invoice will be withheld pending:
  - Completion, submission, and acceptance by Contractor of all work performed under the Statement of Work;
  - Completion of Subcontractor's Release Form, including patent/invention report, and property report; and
  - Clear, visible, and proper marking of "final invoice" on the actual final invoice.
5. HIPAA/PHI. There      will   X   will not be personal health information (PHI) or personally identifiable information (PII) involved in this project. *(If yes, need to include data management clause)*
6. Audit. Subcontractor shall maintain adequate records to account for federal funds received under this Subcontract. Subcontractor shall ensure that its relevant financial records are available and subject to examination or audit for a period not to exceed three (3) years after final payment under this Subcontract. Subcontractor shall provide audit rights to the appropriate United States Government agency, if required and upon request. Prime Contractor will not have any audit rights with Subcontractor.
7. Anti-kickback. Subcontractor represents that no part of the total Subcontract amount provided herein shall be paid directly or indirectly to any officer or employee of Prime Contractor or Prime Sponsor as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Subcontractor in connection with any work contemplated or performed relative to this Subcontract.

<b>Research Subcontract Attachment 3A Subcontract No. <u>  #22-01381  </u></b>		
<b>Prime Contractor Contacts</b>		
Name: <b>Wichita State University</b>		
Address: <b>1845 Fairmount</b>		
City: <b>Wichita</b>	State: <b>KS</b>	Zip Code + 4: <b>67260-0007</b>
Institution Type : <b>State Institution of Higher Education</b>	Congressional District: <b>KS-004</b>	Registration current in SAM? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Administrative Contact</b>		
Name: <b>Lisa Haggard</b>		
Address: <b>1845 Fairmount, Campus Box 093</b>		
City: <b>Wichita</b>	State: <b>KS</b>	Zip Code + 4 <b>67260-0093</b>
Telephone: <b>316-978-6845</b>	Fax: <b>316-978-5241</b>	
E-Mail: <b>lhaggard@niar.wichita.edu</b>		
<b>Principal Investigator</b>		
Name: <b>John S. Tomblin, Ph.D.</b>		
Address: <b>1845 Fairmount, Campus Box 093</b>		
City: <b>Wichita</b>	State: <b>KS</b>	Zip Code + 4 <b>67260-0093</b>
Telephone: <b>316-978-5234</b>	Fax: <b>316-978-5241</b>	
E-Mail: <b>john.tomblin@wichita.edu</b>		
<b>Financial Contact</b>		
Name: <b>Karen Davis</b>		
Address: <b>1845 Fairmount, Campus Box 093</b>		
City: <b>Wichita</b>	State: <b>KS</b>	Zip Code + 4 <b>67260-0093</b>
Telephone: <b>316-978-6808</b>	Fax: <b>316-978-5241</b>	
E-Mail: <b>postaward@niar.wichita.edu</b>		
<b>Invoices Sent To: 1845 Fairmount, NIAR, Box 093</b>		
<b>Wichita, KS 67260-0093</b>		
<b>Attn: Rachael Andrulonis</b>		
<b>Authorized Official</b>		
Name: <b>John S. Tomblin, Ph.D.</b>		
Address: <b>1845 Fairmount, Campus Box 093</b>		
City: <b>Wichita</b>	State: <b>KS</b>	Zip Code + 4 <b>67260-0093</b>
Telephone: <b>316-978-6845</b>	Fax: <b>316-978-5241</b>	
E-Mail: <b>proposals@niar.wichita.edu</b>		

<b>Research Subcontract Attachment 3B Subcontract No. <u>#22-01381</u></b>		
<b>Subcontractor Contacts</b>		
Name: <b>General Electric Company – Edison Works</b>		
Address: <b>1000 Western Ave</b>		
City: <b>Lynn</b>	State: <b>MA</b>	Zip Code + 4: <b>01910</b>
Institution Type : <b>Corporation</b>	Congressional District: <b>MA06</b>	Registration current in SAM.gov? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
EIN: <b>140689340</b>	DUNS: <b>001408509</b>	Parent DUNS: 001367960
Did Subcontractor's gross income, from all sources, in the previous tax year exceed \$300,000? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is the Performance Site the same address as set forth above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If no, is the Performance Site the same as the PI address set forth below? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If you answered "no" to any of the above questions, please complete "Attachment 3B, Page 2," below.		
Is Subcontractor exempt from reporting compensation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, complete "Attachment 3B, Page 2," below.		
<b>Administrative Contact</b>		
Name: <b>Brandie Roets</b>		
Address: <b>1000 Western Ave.</b>		
City: <b>Lynn</b>	State: <b>MA</b>	Zip Code + 4: <b>01910</b>
Telephone: <b>781-594-0254</b>	Fax:	
E-Mail: <b>brandie.roets@ge.com</b>		
<b>Principal Investigator</b>		
Name: <b>James Noel</b>		
Address: <b>1000 Western Ave.</b>		
City: <b>Lynn</b>	State: <b>MA</b>	Zip Code + 4: <b>01910</b>
Telephone: <b>781-715-4577</b>	Fax:	
E-Mail: <b>james.noel2@ge.com</b>		
<b>Financial Contact</b>		
Name: <b>Adam Dennis</b>		
Address: <b>1000 Western Ave.</b>		
City: <b>Lynn</b>	State: <b>MA</b>	Zip Code + 4: <b>01910</b>
Telephone: <b>781-594-3896</b>	Fax:	
E-Mail: <b>adam1.dennis@ge.com</b>		
<b>Checks Sent To:</b>		
Name: General Electric Company (LB1027)		
Address: PO Box 641027 CO.00		
City: Pittsburgh	State: PA	Zip Code + 4: 15264-1027
E-Mail: ABA# 043000096; Acct# 1860336		
<b>Authorized Official</b>		
Name: Brandie Roets		
Address: 1000 Western Ave.		
City: Lynn	State: MA	Zip Code + 4: 01910
Telephone: 781-594-0254	Fax:	
E-Mail: brandie.roets@ge.com		

**Research Subcontract  
Attachment 3B, Page 2  
Place of Performance & Highest Compensated Officers  
Subcontract No. #22-01381**

**Subcontractor Name: General Electric Company – Edison Works**

**Place of Performance:**

Name: **GE Aviation**

Address: **1 Neumann Way**

City: **Cincinnati**

State **OH**

Zip Code + 4 **45215**

Telephone:

E-Mail:

Congressional District: **OH01**

The names and total compensation of the five most highly compensated officers of Subcontractor must be listed if:

(i) Subcontractor in the preceding fiscal year received:

(I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(II) \$25,000,000 or more in annual gross revenues from Federal awards; AND

(ii) the public does not have access to information about the compensation of the senior executives of Subcontractor through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is Subcontractor exempt from reporting executive compensation? Yes  No  If no, complete the information below.

**Officer 1 Name**

**Officer 1 Compensation**

**Officer 2 Name**

**Officer 2 Compensation**

**Officer 3 Name**

**Officer 3 Compensation**

**Officer 4 Name**

**Officer 4 Compensation**

**Officer 5 Name**

**Officer 5 Compensation**

**Research Subcontract  
Attachment 4  
Subcontractor Statement of Work**

**Task 1.1 (Initiation)**

**CL M2 Tolerance Studies (Surface Characteristics & Microstructure vs. Feature dx/dy). (CoCr)**

Initiation of Task 1.1, performed on the CL M2, for CoCr, using standard geometric coupons simulating the effects of alignment error on the bulk and contour laser scan of thin wall and down skin features. The study will be performed as a space filling DOE producing a response surface characterizing the effects of increasing laser-to-laser misalignment and stitch mitigation strategies on surface, microstructure, and feature characteristics. In addition, simulations will be conducted across the processing space in coordination with the experimental trials, generating a hybrid model of the optical system misalignment capabilities.

1.0 Year 1 Program Timeline

	YEAR 1			
	Q1	Q2	Q3	Q4
<b>TASK 1 (Initiation) - CoCr Print Process TRL</b>				
Task 1.1 - M2 Microstructure & Surface Tolerance Studies				

2.0 Deliverables

Task 1.1 – The contractor shall provide a progress summary report at the end of the initiation phase.

3.0 IMPLIED WARRANTIES

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER IMPLIED WARRANTIES, ARE EXCLUDED AND SHALL NOT APPLY TO THE GOODS SOLD OR ANY PERFORMANCE HEREUNDER. ALL OTHER WARRANTIES, WHETHER WRITTEN, STATUTORY, OR ORAL ARE ALSO EXCLUDED AND SHALL NOT APPLY TO THE GOODS SOLD OR ANY PERFORMANCE HEREUNDER.



**Research Subcontract**  
**Attachment 5**  
**Subcontractor Budget**  
**Subcontract No. #22-01381**

**Cost Summary - Funded Tasks**

	<u><b>2022</b></u>
Applied Hrs	56
Total Labor	<b>\$15,032.1</b>
Base Labor	\$3,295.1
OVHD Labor	\$11,737.0
MATL_TLG_TEST	\$0.0
HARDWARE (W)NVA	\$0.0
MP & HE (W)VA	\$0.0
TOOLING (X)VA	\$0.0
TEST EQPT (Y)VA	\$0.0
P_SVC-INT CO	<b>\$211,987.3</b>
-----	-----
Total MC Cost	<b>\$227,019.44</b>
ILS Cost	\$0.0
Adders	<b>\$6,174.9</b>
GACost	<b>\$5,672.9</b>
Cost Of Money	<b>\$92.0</b>
-----	-----
Total Cost	<b>\$238,959.25</b>
Fee	\$0.0
-----	-----
Sell Price	<b>\$238,959.25</b>

**Research Subcontract**  
**Attachment 6**  
**Prime Contract Terms and Conditions**  
**Subcontract No.     #22-01381**

Subcontractor is subject to the terms and conditions contained in the Prime Contract, which is hereby included in its entirety as if fully set forth herein. When necessary to make the context of the terms set forth in the Prime Contract applicable to this Subcontract, the following modifications are made to the specific terms herein:

1. Wherever the terms "Government," "Advanced Technology International (ATI)," or "Consortium Administrative Organization (CAO)" are used, "Prime Contractor" shall be substituted.
2. Wherever the terms "Agreements Officer (AO)," "Agreements Officer's Representative (AOR)," "Program Manager (PM)," "Administrative Agreements Officer (AAO)," "Acquisition Liaison Office (ALO)," "Army Contracting Command – Redstone Arsenal (ACC-RSA)," "Consortium Member Entity," "Program Management Office" or "Signatory Authority" are used, "Prime Sponsor" shall be substituted.
3. Wherever the word "Contract" is used, the word "Subcontract" shall be substituted.
4. Wherever the word "AMTC Member" or "Project Agreement Holder (PAH)" is used, the word "Subcontractor" shall be substituted.

Such substitutions shall not be made in clauses where it is clear, by the context of the provision itself or the conditions under which it is being applied, that the reference is intended to refer to the Government, its officers or agents, or the Prime Contractor specifically.

Subcontractor hereby agrees to flowdown the applicable clauses to its lower-tier subcontractors as required by the Prime Contract and agrees that the clauses are in effect between Subcontractor and the Government, as applicable.