

Cooperative Agreement FA8650-17-2-5266 required flow-downs for lower tier agreements:

Revision Feb 11, 2022

Prior approval is required for any foreign national individuals and foreign companies to work on this program. For the purposes of this requirement, a foreign national is any person who is not a US Citizen or is not a US permanent resident (Green Card holder). If approval is required, a request shall be made to GE Contracts with reference to this agreement.

Contractual Flow-downs

The following definitions apply:

The term "Activity Integrated Project Team" ("AIPT") as used herein shall refer collectively to the entities responsible for performing a particular project under an Agreement Order as Subrecipient to the Consortium Administrator, with each such entity individually being referred to as an "AIPT Member" and with each such entity individually executing a Project Agreement for the particular project.

The term "Government" and "Air Force" refers to the United States of America, Air Force Research Laboratory, Wright Research Site.

The term "Grants Officer" refers to the Air Force official that has been specifically authorized to enter into, administer, and/or terminate this and other assigned Cooperative Agreements.

The term "Project" and "Projects" as used herein shall refer to discrete research and development tasks performed under this Agreement. Each Project will be performed by an AIPT.

The term "Project Agreement" as used herein shall refer to that agreement between the Recipient and the individual AIPT member organizations whose proposal was evaluated and competitively selected for funding under this agreement and for which funding and authorization has been provided to Recipient by the Government in a Cooperative Agreement Order award. Project Agreements establish the scope of work, funding and any additional terms and conditions for the MAI member entity' performance as part of the selected AIPT.

For the purpose of this Cooperative Agreement, the term "Parties" as used herein shall refer to Advanced Technology International (ATI) as the "Consortium Administrator" for the purposes of the conduct of MAI III (FA8650-17-2-5266) and the Air Force.

The term "Recipient" refers to the Consortium Administrator.

The term "Subrecipient" refers to an AIPT member who receives a Project Agreement to perform specific MAI III research from the Recipient under an Agreement Order.

6.000 INVENTIONS (MAR 2017)

Note that "The AIPT Member" means General Electric, "Recipient" means the MAI Consortium Administrator and "Subrecipient" means General Electric and any of General Electric's sub-awardees

(a) The clause entitled Patent Rights (Small Business Firms and Nonprofit Organizations, (37 CFR 401.14(a)) is hereby incorporated by reference and is modified as follows: replace the word "contractor" with "Recipient"/"Subrecipient"; replace the words "agency," "Federal Agency" and "funding Federal Agency" with "Government"; replace the word "contract" with "agreement"; delete paragraphs (g)(2), (g)(3) and the words "to be performed by a small business firm or domestic nonprofit organization" from paragraph (g)(1). Paragraph (l), Communications, point of contact on matters relating to this clause will be the servicing Staff Judge Advocate's office.

(b) Interim or final Invention Reports 1) listing subject invention(s) and stating that all subject inventions have been disclosed, or 2) stating that there are no such inventions, shall be sent to both the Administrative Grants Officer at the address located in the agreement and to the Grants Officer / patent administrator at det1.afrl.pk.patents@us.af.mil, with a courtesy copy (cc:) to the government Program Manager/Project Engineer. Please include in the subject line of the e-mail the contract number followed by the words "Invention Reporting." Also, include in the body of the e-mail the names of the Government Project Engineer/Program Manager and his/her office symbol. The Recipient shall file Invention (Patent) Reports on the DD Form 882, Report of Inventions and Subcontracts, as of the close of each performance year and at the end of the term for this agreement. Annual invention/patent reports are due 90 days after the end of each year of performance and final reports are due 90 days after the expiration of the final performance period. Negative reports are also required annually.

(c) The DD Form 882 may also be used for the notification of any subaward(s) for experimental, developmental or research work which contain a "Patent Rights" clause, with a cc: to the Government Program Manager/Project Engineer.

(d) All other notifications (e.g., disclosure of each subject invention to the Grants Officer within 2 months after the inventor discloses it) shall also be sent to the e-mail address above, with a cc: to the Government Program Manager/Project Engineer.

(e) This provision also constitutes the request for the following information for any subject invention for which the Recipient has retained ownership: 1) the filing date, 2) serial number and title, 3) a copy of the patent application and 4) patent number and issue date. Submittal shall be to the Grants Officer / patent administrator e-mail address listed above, with a cc: to the Government Program Manager/Project Engineer.

(f) The AIPT member(s) shall include the substance of this article, suitably modified to identify the parties, in all lower tier agreements and instruments, regardless of tier, for experimental, developmental or research work. Agreement participants at all levels shall retain all rights provided for the AIPT Member(s) in this article and the AIPT Member(s) shall not, as part of the consideration for awarding a lower tier agreement or instrument, obtain rights in a lower tier agreement or instrument's participants subject invention(s).

6.001 DATA RIGHTS (MAR 2015)

Note that "Recipient" means the MAI Consortium Administrator and "Subrecipient" means General Electric and any of General Electric's sub-awardees

(a) All rights and title to data, as defined in 48 CFR 27.401, generated under this agreement shall vest in the Recipient/Subrecipient.

(b) The Recipient hereby grants to the U.S. Government a royalty free, worldwide, nonexclusive, irrevocable license to use, modify, reproduce, release, perform, display or disclose any data for Government purposes.

(c) The Recipient/Subrecipient is responsible for affixing appropriate markings indicating rights on all

data delivered under the agreement. The Government will have unlimited rights in all data delivered without markings.

(d) Definitions

1) "Unlimited Rights" means rights to use, modify, reproduce, perform, display, release, or disclose data, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so,

2) "Government Purpose Rights" means rights to

(i) use, modify, reproduce, release, perform, display, or disclose data within the Government without restriction for U.S. government, but not commercial purposes, and

(ii) release or disclose data outside the Government and authorize persons to whom release or disclosure been made to use modify, reproduce, perform, display, or disclose that data for U.S. government purpose (but not commercial purposes).

Commercial means purposes other than those for which the Government is the end user of the item resulting from the use, modification, reproduction, performance, display, or disclosure of the data by the Government.] Any release or disclosure of such data outside the Government shall be subject to a prohibition on the use, modification, reproduction, release, performance, display, or disclosure of such data for commercial purposes and subject to a requirement that the AIPT member(s) or vendor(s) asserting the restriction is notified of such use, modification, reproduction, release, performance, display, or disclosure, and made a third party beneficiary with full rights of enforcement.

3) "Limited Rights" means rights to use, modify, reproduce, release, perform, display, or disclose data, in whole or in part, within and by the Government. The Government may not without the written permission of the party asserting limited rights, release or disclose the data outside the Government, permit the data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use of reproduction of the data by persons outside the Government if reproduce release, or disclosure or use is

(i) Necessary for emergency repair and overhaul; or a release or disclosure of data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluation or informational purposes; and

(ii) Subject to a prohibition on the further reproduction, release, performance, display, disclosure, or use of data and the Recipient or Subrecipient asserting the restriction is notified of such reproduction, release, disclosure, or use.

4) "Restricted Rights" apply only to noncommercial computer software and mean the Government's rights to -

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by the Agreement Order;

(ii) Transfer a computer program to another Government agency without the further permission of the Recipient/Subrecipient or if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this Article;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may-

(A) Use the modified software only as provided in paragraphs 4)(i) and (iii) and

(B) Not release or disclose the modified software except as provided in paragraph 4)(ii).

(e) The Recipient shall include this article, suitably modified to identify the parties, in all lower tier contracts and awards, regardless of tier, for experimental, developmental, or research work.

6.002 EXPORT CONTROL (MAR 2017) (TAILORED)

Note that "The AIPT Member" means General Electric

(a) Definitions

"Foreign firm or institution" means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purpose of this agreement, any agency or instrumentality of a foreign government, and firms, institutions or business organizations which are owned or substantially controlled by foreign governments, firms, institutions, or individuals.

"Know-how" means all information including, but not limited to, discoveries, formulas, materials, inventions, processes, ideas, approaches, concepts, techniques, methods, software, programs, documentation, procedures, firmware, hardware, technical data, specifications, devices, apparatus and machines.

"Technology" means discoveries, innovations, know-how and inventions, whether patentable or not, including computer software, recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, mask works, and copyrights developed under this agreement.

(b) General. The parties agree that research findings and technology developments in specialty aerospace metals technology may constitute a significant enhancement to the national defense, and to the economic vitality of the United States. Accordingly, access to important technology developments under this agreement by foreign firms or institutions must be carefully controlled. The controls contemplated in this article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulation (22 CFR § 120 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R) and the Department of Commerce Export Regulation (15 CFR pt.770 et seq.).

(c) Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

(1) In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures state in subparagraphs (c)(1)(ii), (c)(1)(iii), and (c)(1)(iv) below shall apply to any transfer of technology. For purposes of this paragraph, a transfer includes a sale of the company, and sales or licensing of technology. Transfers do not include:

- (i) sales of products or components, or
- (ii) licenses of software or documentation related to sales of products or components, or
- (iii) transfer to foreign subsidiaries of the Recipient (Recipient participants) for purposes related to this agreement, or
- (iv) transfer which provides access to technology to a foreign firm or institution which is an approved source of supply or source for the conduct of research under this agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this agreement.

(2) The AIPT member, through the Recipient, shall provide timely notice to the Government of any proposed transfer from the AIPT member of technology developed under this agreement to foreign firms or institutions. If the Government determines that the transfer may have adverse consequences to the national security interests of the United States, the AIPT member, its vendors, and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate to mitigate potential adverse consequences of the transfer but which provide substantially the same benefits to the AIPT member.

(3) In any event, the Recipient shall provide written notice to the Grants Officer and

Government Program Manager of any AIPT proposed transfer to a foreign firm or institution at least 60 days prior to the proposed date of transfer. Such notice shall cite this article and shall state specifically written notification, the Grants Officer shall advise the Recipient whether it consents to the proposed transfer. In cases where the Government does not concur or 60 days after receipt and the Government (4) Except as provided in subparagraph (c)(1)(i) above and in the event the transfer of technology to foreign firms or institutions is not approved by the Government, but the transfer is made nonetheless, the AIPT member shall (a) refund to the Government through the Recipient the funds paid for the development of the technology and (b) negotiate a license with the Government to the technology under the terms that are reasonable under the circumstances.

(d) Lower Tier Agreements. The Recipient shall include this article, suitably modified to identify the parties, in all Subrecipient or lower tier agreements, regardless of tier, for experimental, development, or research work.

(e) This article shall remain in effect during the term of any Project Agreement award issued under this agreement and for 5 years thereafter.

9.010 SECTION 889 (AUG 2020)

Note that "Recipient" means the MAI Consortium Administrator and "Subrecipient" means General Electric and any of General Electric's sub-awardees

Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Public Law 115- 232) prohibits the head of an executive agency from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain the equipment, services, or systems prohibited systems as identified in section 889 of the NDAA for FY 2019.

a. In accordance with 2 CFR 200.216 and 200.471, all awards that are issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information.

COVERED FOREIGN COUNTRY means the People's Republic of China

9.014 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

Note that "Recipient" means the MAI Consortium Administrator and "Sub-awardee" means General Electric and any of General Electric's subawardees

(a) The Recipient shall not require its employees or subawardees to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subawardees from lawfully reporting waste, fraud, or abuse related to the performance of a Government award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(b) The Recipient shall notify current employees and subawardees that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this article, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this article, are no longer in effect.

(c) The prohibition in paragraph (b) of this article does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Recipient is not in compliance with the provisions of this article.

(e) The Recipient shall include the substance of this article, including this paragraph (e), in subawards.