

RESILIENT INFRASTRUCTURE + SECURE ENERGY (RISE) CONSORTIUM MEMBERSHIP AGREEMENT

Membership in RISE is open to all companies and academic institutions conducting research and prototype development in the broad areas of Installation Energy Resilience, Operational Energy Resilience, and Climate Resilience. There are currently no membership dues, but the Consortium reserves the right to implement dues or other payments at a later date to cover consortium expenses. Members may terminate membership at any time by written notice to Advanced Technology International (ATI). Membership may be terminated upon written notice to a Member for failure to comply with the Membership Obligations contained herein. The relationship of the Members established by this Membership Agreement is that of independent contractors. Nothing contained herein shall be construed to (i) give any of the Members hereto the power to direct or control the day-to-day activities of another Member hereto, (ii) constitute the Members as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow any of the Members hereto to create, discharge or assume any obligation on behalf of another Member hereto for any purpose whatsoever. Each Member retains the right to engage independent research and activities that may compete with, or be contrary to, the goals of the Consortium.

Consortium Obligations. ATI is the Consortium Management Firm that will administer the affairs of the Consortium and is responsible for fulfilling the following obligations:

- Engage in business-development activity to seek opportunities with Federal, State, local and private entities for Consortium Members to conduct research, prototype development and follow-on activities that support the mission of the Department of Defense (DoD) and other Federal, State and local agencies related to Installation Energy Resilience, Operational Energy Resilience, and Climate Resilience. These activities may require updates to this Agreement or the formation of additional consortia in the appropriate technology domains. Should new consortia be required, each existing member, which satisfies eligibility criteria, automatically will become a member in any new consortium that is formed, but may decline membership;
- Promote collaboration with Government customers and other members related to Installation Energy Resilience, Operational Energy Resilience, and Climate Resilience, to include potential prototype development projects. Provide customer support for members throughout the lifecycle of the prototype development process (training, guidance and process facilitation of the solicitation, award, project execution phases);
- When appropriate file with the U.S. Attorney General and the Federal Trade Commission changes in Membership in accordance with the provisions of the National Cooperative Research Act of 1993;
- Manage the finances of the Consortium; and
- Host periodic collaborative, membership meetings.

Membership Obligations. The Parties agree that Membership has the following obligations:

- Not be barred from contracting with or receiving funds from the U.S. Government;
- For Non U.S. companies, membership eligibility will be decided on case-by-case basis. Foreign instrumentalities that are substantially owned, controlled, sponsored, commanded, managed, or dominated by a foreign government will not be eligible for Membership unless directed by the Government.
- Clearly demonstrate in their Membership application that they are capable of making a contribution in the Consortium areas of Installation Energy Resilience, Operational Energy Resilience, and Climate Resilience and other relevant subject, technology, and capability domains as may be required in order to fully support the needs of the U.S. Government;
- Be current (no greater than 60 days past due) on membership dues or other payments should they be implemented;
- Contribute their respective talents and resources to the Consortium for activities such as periodic meeting attendance, committee and subcommittee participation, and other activities as may be appropriate;
- If/when DoD information marked export controlled is shared with members, maintain an active Military Critical Technical Data Agreement (Form DD 2345) certification with the U.S./Canada Joint Certification Office, Defense Logistics Information Service;
- Not transfer Membership to any third party;
Comply with all applicable export control laws and regulations of the United States, including the Arms Export Control Act (“AECA”), the International Traffic in Arms Regulations (“ITAR”), the Export Administration Regulations (“EAR”), and other U.S. Government directives related to export control; and
- Comply with all applicable U.S. antitrust laws.