

# NATIONAL WARHEADS AND ENERGETICS CONSORTIUM MEMBER AGREEMENT

This Consortium Member Agreement (the “Agreement”) made as of the 18<sup>th</sup> day of December, 2009 (the “Effective Date”) is a revision to the National Warheads and Energetics Consortium (NVEC) Agreement made as of the 10th day of July 2000, by, between, and among the following parties:

**See Exhibit A for a list of current members as of the effective date of this revision**

Hereinafter referred to as “NVEC Member Organization” or, collectively as “NVEC Member Organizations”. The NVEC Member Organizations may also be referred to herein individually as a “Party” or collectively as “Parties.”

## WITNESSETH

**WHEREAS**, the National Warheads and Energetics Consortium (NVEC) has entered into a Section 845 Other Transaction Agreement (the “OT Agreement”) with the U.S. Army for the funding of certain research and development initiatives in the areas of warheads, explosives, propellants, pyrotechnics, fuze/sensors, demilitarization, enabling technologies and insensitive munitions (the “Field”) to be conducted, in partnership with the Government and other NVEC Member Organizations, for the U.S. Army Defense Ordnance Technology Consortium herein after referred to as the “DOTC”;

**WHEREAS**, the Parties wish to ensure quick and efficient delivery of critical energetic and warhead technologies to enhance the Warfighter’s capabilities;

**WHEREAS**, the Parties wish to concurrently develop, sustain and expand their collective strategic technical superiority;

**WHEREAS**, the Parties wish to participate in the development, maintenance and execution of an Annual Technology Plan that clearly defines performance goals and maximizes the collective capabilities of Government, industry and academia and focus those capabilities toward attainment of sound technical solutions consistent with these goals;

**WHEREAS**, the Parties wish to provide a unified and coordinated message to the U.S. Government’s legislative branch and the Department of Defense (DoD) community as to the strategically important role warheads, explosives, propellants, pyrotechnics, fuze/sensors, demilitarization, insensitive munitions enabling technologies play in current and future weapon system development;

**WHEREAS**, the Parties wish to define programs and obtain program funding that will be focused on the research, development, test and evaluation, and transitioning to production of key technologies that will improve the capability of developmental and legacy weapon systems;

**WHEREAS**, the OT Agreement provides, among other things, for the grant of certain rights and obligations arising out of the conduct of Ordnance Technology Initiatives by the NWEC Member Organizations pursuant to this Agreement;

**WHEREAS**, the NWEC Member Organizations are entering into this Agreement in order to provide for (i) the continuation of a previous NWEC consortium member agreement governing the conduct of Ordnance Technology Initiatives, (ii) their respective rights and obligations as members of the NWEC, and (iii) other matters pertaining to the conduct of activities as members of this NWEC;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained in this Agreement the Parties agree as follows:

## **ARTICLE I DEFINITIONS**

When used in this Agreement, the following terms, whether used in the singular or plural, shall have the meanings set forth herein.

**1.1** "Affiliate" means, with respect to a specified NWEC Member Organization that is a signatory to this Agreement, any corporation, company, partnership, joint venture and/or firm that now or hereafter controls, is controlled by or is under common control with such specified party. For purposes of this definition, "control" shall mean (i) in the case of corporate entities, direct or indirect ownership of at least 50% of the stock or shares entitled to vote for the election of directors; and (ii) in the case of non-corporate entities, direct or indirect ownership of at least 50% of the equity interest with the power to direct the management and policies of such non-corporate entities.

**1.2** "Agreement" means this Consortium Member Agreement (CMA) that governs the rights and obligations of the NWEC Member Organizations as they relate to the organization and operation of NWEC.

**1.3** "Annual Technology Plan" means the Government approved annual research and development plan as developed jointly between the Government and the NWEC taking into consideration the technology offerings of the NWEC Member Organization and others within the Government. The Annual Technology Plan shall also define the Government's technology needs and requirements in specific ordnance technology areas as well as the identification and availability of funding to support the research and development.

**1.4** “Cash Contribution” means an NWECC Member Organization’s financial resources expended during the conduct of an Ordnance Technology Initiative. The cash contribution can be derived from NWECC Member Organization’s funds or outside sources, or may also come from non-federal contract or grant revenues, or from profit or fee on a federal procurement contract. An NWECC Member Organization’s own source of funds may include corporate retained earnings, current or prospective Independent Research and Development (IR&D) funds or any other indirect cost pool allocation. New or concurrent IR&D funds can be utilized as a cash contribution provided those funds identified by the NWECC Member Organization are to be spent on the conduct of an Ordnance Technology Initiative Statement of Work. Prior IR&D will not be considered as part of the NWECC Member Organization’s cash or in kind contributions nor will fee be considered on the contractor’s cost sharing portion. Cash contributions include the funds an NWECC Member Organization will spend for labor (including benefits and direct overhead), materials, new equipment (prorated if appropriate) and subcontractor efforts expended on an Ordnance Technology

**1.5** “Consensus” means an agreement in opinion by two-thirds or more of those entitled to vote.

**1.6** “Consortium Management Firm (CMF)” refers to the agency acting on behalf of the NWECC to execute and administer the efforts under the Other Transaction Agreement as defined in the specific management agreement entered into between the NWECC and the CMF. Consortium Management Agreement Number MSA-21260 is currently in place with the Advanced Technology Institute (ATI) to perform this role. The NWECC Consortium Management Agreement with ATI shall remain in full force and effect throughout the term of this Consortium Member Agreement unless earlier terminated by the NWECC in accordance with the terms and conditions of the Consortium Management Agreement.

**1.7** “DoD Component” means the Department of the Army, the Department of the Navy, the Department of the Air Force and/or their respective subordinate commands and laboratories and/or any other department or agency of the Federal Government such as the Department of Energy.

**1.8** “DoD Ordnance Technology Consortium (DOTC)” means the enterprise established by the DoD Under Secretary of Defense for Acquisition, Technology, and Logistics as the Department of Defense’s focal point for ordnance system technologies specifically focused in the areas of warheads, explosives, propellants, pyrotechnics, fuze/sensors, demilitarization, enabling technologies and insensitive munitions. The DOTC Enterprise includes the NWECC, the DoD Departments, Agencies and Laboratories, as well as Department of Energy (DoE) National Laboratories; all brought together to leverage their respective competencies and resources to increase the Warfighter’s capabilities.

**1.9** “DOTC Executive Committee” means the DOTC Executive Committee consisting of representatives from various Government departments and agencies who are active participants in technology development in the Field, as well as the elected members of the National Warheads and Energetics Consortium Executive Committee. The DOTC Executive Committee

consists of at least (6) Government representatives; the NWECE Executive Committee members; and the NWECE Executive Director. The NWECE Executive Director shall be a non-voting member of the DOTC Executive Committee.

**1.10** “DOTC Program Director” means the Government Technical Administrator for the program responsible for the day-to-day management of the DOTC activities, synchronization of requirements and conduct of joint and co-funded Ordnance Technology Initiatives as defined by the Annual Technology Plan. The DOTC Program Director provides technical and program management oversight of the administrative aspects of the DOTC’s activities between the Government Agreement Officer Representative (AOR), the JM&LCC-ETC Acquisition Center and the NWECE Consortium Management Firm.

**1.11** “Development” means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test or evaluation of existing or potential new technologies, products or services (or of improvements in existing technologies, products or services) for the purpose of meeting specific performance requirements or objectives. Development includes, but is not necessarily limited to, research, design, development, prototyping, testing and evaluation.

**1.12** “Effective Date” means the date on which this Agreement is signed and executed by the NWECE Member Organizations.

**1.13** “Field” means areas of warheads, explosives, propellants, pyrotechnics, fuze/sensors, demilitarization, enabling technologies and insensitive munitions.

**1.14** “Government” means the U. S. Government and its departments and agencies.

**1.15** “Government Fiscal Year” means the period commencing on October 1 and ending September 30 of the following calendar year.

**1.16** “Independent Research and Development (IR&D)” means an NWECE Member Organization’s funded independent research and development falling within the four following areas: (1) basic research, (2) applied research, (3) development, and (4) systems engineering and other concept formulation studies. The term does not include the efforts sponsored by a grant or required in the performance of a contract or an Other Transaction Agreement.

**1.17** “In Kind Contribution” means the NWECE Member Organization’s nonfinancial resources expended by the NWECE Member Organization to conduct an Ordnance Technology Initiative, such as wear and tear on in-place capital assets like machinery or the prorated value of space used for the conduct of an Ordnance Technology Initiative, and the reasonable fair market value (appropriately prorated) of equipment, materials, and other property used in the conduct of an Ordnance Technology Initiative.

**1.18** “U.S. Army Contracting Command, Joint Munitions and Lethality Contracting Center, Emerging Technologies Center (JM&LCC-ETC)” means the contracting activity designated by

the U.S. Army Contracting Command as the lead Government organization responsible for executing the OT Agreement between the NWEC and the government.

**1.19** “Milestone” means a scheduled event signifying the completion of a major deliverable or a set of related deliverables. A milestone that has been completed will be approved for payment to the NWEC Member Organization through the CMF. This approved payable milestone will represent a predetermined dollar amount in relation to performance of a particular Ordnance Technology Initiative.

**1.20** “Nontraditional Defense Contractor” means a business unit that has not, for a period of at least one year prior to the issue date of the Request for Ordnance Technology Initiatives, entered into or performed on: (1) any procurement contract that is subject to full coverage under the cost accounting standards or (2) any Federal Acquisition Regulation (FAR) based procurement contract in excess of \$500,000. A nontraditional defense contractor can be at the prime level, team member, subcontractor, lower tier vendor, or "intra-company" business unit; provided the business unit makes a significant contribution to the prototype initiative (i.e., is a key participant). Examples of what might be considered a significant contribution include supplying new key technology or products, accomplishing a significant amount of the effort, or in some other way causing a material reduction in the cost or schedule or increase in the performance. The JM&LCC-ETC will follow the specific guidance from Office of the Secretary of Defense (OSD) concerning the use of non-Traditional Defense Contractors. Non-traditional Defense Contractors will be required to provide a DUNS number.

**1.21** “National Warheads and Energetics Consortium” or “NWEC” means the National Warheads and Energetics Consortium (NWEC), which is made up of consortium members from industry, academia, non-profit organizations, and not-for-profit organizations that are signatories to this Agreement (CMA).

**1.22** “NWEC Executive Committee” means the Executive Committee consisting of the duly elected representatives from the general membership of the NWEC. The committee shall have as its membership a proportional amount of representation from academia and small and large businesses that will accurately represent the general membership population.

**1.23** “NWEC Member Organization” means the Nontraditional and Traditional Defense Contractors, including small and large businesses, for profit and not for profit entities, and Academic Research Institutions that are or become signatories to the Consortium Member Agreement.

**1.24** “Ordnance Technology Initiative” means an activity proposed by an NWEC Member Organization and selected by the Government for award under the Other Transaction Agreement through the Ordnance Technology Base Agreement and Ordnance Technology Initiative Agreement. An Ordnance Technology Initiative will be conducted by NWEC Member Organizations either individually or teamed with another party for the agreed upon period of performance.

**1.25** “Ordnance Technology Base Agreement” means the agreement between the NWECC CMF and the NWECC Member Organization or a team of NWECC Member Organizations that will serve as the baseline agreement for all future Ordnance Technology Initiative funding agreements, flowing down applicable terms and conditions from the Other Transaction Agreement between the Government and NWECC.

**1.26** “Ordnance Technology Initiative Agreement” means the agreement between the CMF and the NWECC Member Organization or a team of NWECC Member Organizations whose Ordnance Technology Initiative proposal was evaluated and competitively selected by the Government for funding, in accordance with an established and agreed upon scope of work, terms and conditions, period of performance, and payment under the Government funded Ordnance Technology Initiative.

**1.27** “Ordnance Technology Initiative Proposal” means a proposal from an NWECC Member Organization in response to a Request for Ordnance Technology Initiatives solicitation issued by the CMF and evaluated by the Government for award.

**1.28** "Ordnance Technology Initiative Agreement Recipient" means the NWECC Member Organization or team of NWECC Member Organizations issued an Ordnance Technology Initiative Agreement by the CMF.

**1.29** “Other Transaction Agreement” or “OT Agreement” means the Section 845 Other Transaction Agreement between the Government and the National Warheads and Energetics Consortium Executive Committee in care of the Advanced Technology Institute (ATI), Agreement Number W15QKN-09-9-1001.

**1.30** “Party” or “Parties” means an individual NWECC Member Organization, and the NWECC Member Organizations collectively that are signatories to this Agreement.

**1.31** “Whitepaper” means a document submitted by an NWECC Member Organization in response to a Request for Ordnance Technology Initiatives describing their proposed effort. The Government will evaluate whitepapers and provide feedback to offerors to use in deciding whether to submit a full proposal. In order to submit a full proposal in response to a Request for Ordnance Technology Initiatives, NWECC Member Organizations must submit a whitepaper, unless otherwise directed in the solicitation.

## **ARTICLE II THE CONSORTIUM**

**2.1 Background.** In 2000, the Government expressed a desire for industry and academia to form a consortium to facilitate research and development activities, in cooperation with the U.S. Army laboratories at ARDEC and ARL and potentially other Department of Defense (DoD) Components, in the areas of warheads and energetics. Subsequently, the Government and the NWECC Member Organizations, through the management structure defined

herein, initiated research and development activities that advance the state-of-the-art and enhance the technology, scientific and engineering skills in the Field that are needed to develop and transition new technologies into weapon systems and system upgrades to enhance the Warfighting capabilities.

**2.2 Establishment of Consortium.** As of the Effective Date of this revised Agreement, the Parties hereby agree to the continuation of the National Warheads and Energetic Consortium (NWEC). The NWEC shall operate as the industrial/academic component of the DoD Ordnance Technology Consortium (DOTC) with the following principle objectives: (i) to develop warhead and energetic technologies in the Field that advance the state-of-the-art; (ii) to improve U.S. industry, government and academia capabilities to sustain U.S. military supremacy in the research, development, engineering and production of components, subsystems and systems in the Field; and (iii) to insert these technologies into legacy and developmental platforms as quickly and efficiently as possible. Through the NWEC established by this Agreement, NWEC Member Organizations may propose and perform research, development and engineering activities, in cooperation with the government components of the DOTC, to address the Government's long range science and technology objectives in the Field.

**2.3 Consortium Name.** The NWEC Member Organizations may vote to change the name of the Consortium. However, the Parties agree that any name for the NWEC resulting in the acronym "WETC" shall not be utilized.

**2.4 Consortium Members.** As of the Effective Date of this revised Agreement and subject to other conditions of membership as further defined herein, the NWEC Member Organizations are those entities listed herein on Exhibit A. The intent of the Parties is that the NWEC will be open to and include members from industry, academic institutions, and non-profit and not-for-profit organizations. The Parties hereby adopt a non-exclusive, open membership policy. The consortium membership will include additional NWEC Member Organizations in accordance with the provisions contained herein and in the OT Agreement. The NWEC through its NWEC Executive Director will notify the Government of the addition or deletion of NWEC Member Organizations as their status changes. All NWEC Member Organizations, regardless of when they become a signatory to this Agreement, have the same rights and obligations hereunder.

**2.5 Relationship of Members.** This Agreement between NWEC Member Organizations in conjunction with the OT Agreement signed between the government and the NWEC shall govern the relationships and interaction between NWEC Member Organizations. This Agreement contains (i) terms applying to the conduct of NWEC business during the term of this Agreement and (ii) a description of the NWEC management structure.

**2.6 Purpose of Consortium.** The following are the specific objectives of the collaborative effort between the NWEC Member Organizations and the Government component of the DOTC:

- (a) Establish sound technical and programmatic performance goals based on the needs of the user,
- (b) Develop information which will allow the Government to create and maintain an Annual Technology Plan that defines performance goals and maximizes the utilization of the government, industry and academia team members' capabilities,
- (c) Provide a unified voice to effectively articulate the strategically important role the technologies covered by this Agreement play in current and future weapon system platforms,
- (d) Create programs and secure funding focused on the development of key ordnance technologies and weapon systems improvements,
- (e) Effectively develop critical technologies that can be transitioned to the Warfighter, and
- (f) Execute a flexible, integrated Annual Technology Plan.

### **ARTICLE III CONSORTIUM MANAGEMENT AND ADMINISTRATION**

**3.1 Organization and Administration.** The NWEC shall utilize a number of positions, committees and other positions to coordinate the NWEC's activities with the DOTC Government Component. The Parties agree to elect and utilize an NWEC Executive Director to administer the affairs of the NWEC under the administrative direction of the NWEC Executive Committee. The NWEC Executive Director will be a non-government employee or consultant of an NWEC Member Organization in "Good Standing".

**3.2 NWEC Membership.** The NWEC has implemented an open membership policy to encourage widespread participation of traditional and non-traditional defense contractors, non-profit and not for profit organizations and academic institutions. The membership application and approval process described herein may occur at any time during the year. Membership applications from interested parties, in substantially the same form identified in Exhibit B may be submitted by interested parties at any time during the year. Membership applications that are not in the form identified in Exhibit B may not be processed and organizations submitting such non-conforming applications will be required to reapply. All prospective NWEC Members, upon approval of their membership application by the NWEC Executive Committee, shall become a party to this Agreement by executing a counterpart hereof.

**3.2.1 NWEC Membership Requirements.** The requirements for membership in the NWEC are as follows:

**3.2.1.1 Minimum Requirements as Directed by the Government.** At the direction of the Government, membership in the NWEC shall only be granted to U.S. firms or institutions

organized or existing under the laws of the United States, its territories, or possessions. For the purposes of this Agreement, any agency or instrumentality of a foreign government and firms, institutions or business organizations that are owned or substantially controlled by foreign governments, firms, institutions or individuals, shall not be granted membership. An exception to this requirement may be granted by the NWECE Executive Committee, with the concurrence of the DOTC Program Office. Per DoD 5220.22-M, National Industrial Security Program, a foreign-owned company must have an approved plan for negating or mitigating the risk of foreign ownership, control or influence from the Defense Security Service (DSS). Until an approval is received from DSS, the NWECE membership application will not be considered by the NWECE Executive Committee.

**3.2.1.2 Minimum Requirements as Directed by the Consortium.** The Parties agree that membership in the NWECE shall only be granted to firms or institutions that:

- a) Are not barred from contracting with or receiving funds from the United States Government;
- b) Can clearly demonstrate in their membership application that they have an interest in research and development of technology in the Field, are capable of making a technical contribution to the advancement in the Field, and are willing to be an advocate of the NWECE's objectives;
- c) Will contribute their respective talents and resources to the NWECE such as periodic meeting attendance and participation, technology subcommittee service, and other consultation and/or service as may be appropriate;
- d) Are willing to provide otherwise publicly available information in their membership application denoting their current research and development capabilities that may be applicable to the Field and to describe the general nature of their organizations' business as it may apply to research and development in the field; and

**3.2.2 NWECE Member Organization Affiliates.** Regardless of the number of affiliates, an NWECE Member Organization with one or more affiliates participating in the NWECE is considered to be one (1) NWECE Member Organization.

**3.3 NWECE Membership Dues and Award Assessments.** Dues and award assessments will be made to support administration and management of NWECE affairs. These assessments are payable to the CMF upon receipt of invoice and may be adjusted from time to time so as not to take funding away from technology development.

**3.3.1 Dues.** NWECE Member Organizations will pay dues in the amount of \$500 per year every October 1<sup>st</sup>. New members will pay pro-rated dues payable upon initial acceptance of membership and then \$500 per year every October 1<sup>st</sup> thereafter. The pro-rated dues structure, based upon the date of initial application acceptance, is as follows:

- a) October thru December - \$500

- b) January thru March - \$375
- c) April thru June - \$250
- d) June thru October - \$125

**3.3.2 Assessments.** Each NWEC Member Organization receiving an Ordnance Technology Initiative award for FY09 and beyond shall pay an amount equal to one-half of one percent (0.5%) of the total contract value of each Ordnance Technology Initiative Agreement. This assessment percentage will be evaluated by the NWEC Executive Committee on a periodic basis and may be adjusted from time to time so as not to take funding away from technology development.

**3.3.3 Other Obligations.** In the event an NWEC Member Organization withdraws from the NWEC or is placed on the inactive roles for non-payment of dues and assessments and later expresses a desire to rejoin the NWEC such NWEC Member Organization shall reapply for membership in accordance the established process and procedures. Consideration for reinstatement by the Executive Committee will not be undertaken until such time as agreement is reached between the NWEC Member Organization and the NWEC Executive Committee as to the payment of past dues and assessments.

**3.3.4 Outstanding Financial Obligations of an NWEC Member Organization.** Financial obligations incurred by NWEC Member Organization to NWEC pursuant to any revisions of this Agreement, including award assessments and/or annual membership dues, shall continue until all outstanding obligations are satisfied.

**3.3.5**

**3.4 NWEC Membership in “Good Standing”.** Active participation in the NWEC and currency of financial liability to the NWEC is a pre-requisite for receipt of funding under the OT Agreement. Before an NWEC Member Organization can be awarded an Ordnance Technology Initiative, such organization must be a “Member in Good Standing” by meeting the following criteria:

- a) Current (no greater than 90 days past due) on membership dues;
- b) Current (no greater than 90 days past due) on award assessments;
- c) Attendance at the annual NWEC General Membership meeting or participation in at least one of the Technology Subcommittees.

Exceptions to these criteria may be granted, on a case by case basis, by the NWEC Executive Director.

**3.5 General Membership Meetings and Meeting Attendance.** General Membership meetings of the NWEC will be conducted at least one (1) time per year or more

frequently as appropriate. Unless otherwise determined by the NWEC Executive Committee, meetings shall generally alternate between East and West Coast locations. NWEC Member Organizations may volunteer their facilities to periodically host NWEC General Membership meetings. NWEC Member Organizations agree to attend, as a minimum, the annual NWEC General Membership meeting to continue their membership in the NWEC. The NWEC annual General Membership meeting agenda will, at a minimum, include Technology Subcommittee reports, an Annual Technology Plan overview from the DOTC Program Director, discussion of and votes on any amendments to this Agreement and/or the OT Agreement, and elections for any open committee and subcommittee positions.

**3.6 NWEC Member Voting Rights.** Each NWEC “Member in Good Standing”, as defined in paragraph 3.4 has one vote. Except as otherwise indicated herein all decisions of the NWEC in the General Membership meetings or by electronic ballot require the approval of a two-thirds majority of the NWEC Member Organizations present at the meeting, or in the case of electronic ballot, eligible to vote. A voting representative from at least 75% of the NWEC Member Organizations must be present in person to constitute a quorum of any meeting. Only one vote from each NWEC Member Organization is allowed. If a voting representative is unable to attend a General Membership meeting, their proxy will be assigned in accordance with the procedures outlined in section 3.7.1.9.

### **3.7 NWEC Committees.**

**3.7.1 NWEC Executive Committee.** The affairs of the NWEC shall be governed by an Executive Committee of elected representatives from the NWEC Member Organizations.

**3.7.1.1 NWEC Executive Committee Composition.** The NWEC Executive Committee shall be composed of nine (9) NWEC Member Organization representatives and the NWEC Executive Director. The NWEC Executive Director shall be a non-voting member of the NWEC Executive Committee. At least one (1) of the nine (9) elected representatives of the NWEC Executive Committee shall be from academia, either from a institution of higher education or from an organization affiliated with a institution of higher education. At least three (3) of the nine (9) elected representatives of the NWEC Executive Committee shall be representatives of NWEC Member Organizations classified as small businesses. The other five (5) elected representatives shall be open to representatives from the remaining NWEC Member Organizations. The distribution of seats will be evaluated periodically and adjusted as necessary to appropriately represent the consortium membership.

**3.7.1.2 NWEC Executive Committee Terms.** The terms of the NWEC Executive Committee representatives shall be for three (3) years. The term of an Executive Committee member shall commence on October 1 of the year in which they were elected and expire on September 30 three (3) years later. The terms of the nine (9) elected representatives shall be staggered such that three (3) Executive Committee positions will be offered for election prior to the commencement of each government fiscal year, usually at the summer General Membership meeting but no later than September of the year in which their terms begin.

**3.7.1.3 NWEC Executive Committee Member Qualifications.** It is suggested that NWEC Member Organization representatives to the NWEC Executive Committee hold senior management positions in their respective organizations. Such representatives should have a working knowledge of the NWEC and DOTC organizations, the DoD Planning, Programming, Budgeting and Execution System (PPBES), the DoD materiel acquisition process, the Government's requirements development and approval process and the Congressional budget process. NWEC Executive Committee Member representatives should possess Research, Development, Test and Evaluation (RDT&E) and program management experience and have some influence in the development and execution of their organization's Independent Research and Development (IR&D) and Cooperative Research and Development (CRDA) programs and projects in the Field. NWEC Member Organization representatives to the NWEC Executive Committee must be U.S. citizens.

**3.7.1.4 NWEC Executive Committee Vacancies.** If for any reason an NWEC Member Organization representative to the Executive Committee is no longer willing or able to serve on the NWEC Executive Committee, or if an Executive Committee member's organization withdraws from the NWEC, the vacated position will be filled with another qualified individual by:

- Appointment of the NWEC Member Organization represented by the departing member for the remainder of the unexpired term, with the concurrence of a majority of the remaining NWEC Executive Committee members; or

Appointment by a majority vote of the remaining NWEC Executive Committee members to fill the vacancy to serve until the next regularly scheduled election at which time the vacancy shall be filled by a general election process for the term that was remaining, if the NWEC Member Organization represented by the departing member has withdrawn from the NWEC or decides not to appoint a representative. Upon filling the vacancy, the NWEC Executive Director will notify all NWEC Member Organizations of the newly selected NWEC Executive Committee member's name and contact information. The name of the selected member will be provided to the DOTC Program Office and DOTC Executive Committee for planning and coordination purposes.

**3.7.1.5 NWEC Executive Committee Chairman.** The NWEC Executive Committee will be chaired by an NWEC Executive Committee Member representative, and who will also serve as the industry/academia Co-Chairman of the DOTC Executive Committee. The NWEC Executive Committee Chairman shall be selected by consensus vote of the NWEC Executive Committee members and shall serve a three-year term. After the selection of the Executive Committee Chairman, the committee will provide the name to the Consortium Executive Director for communication to all NWEC Member Organizations. The NWEC Executive Committee Chairman is the designated representative for:

- Resolving disputes between the Government and the Consortium.
- Signing contracts and agreements on behalf of NWEC after approval by the Executive Committee

**3.7.1.6 NWEC Executive Committee Responsibilities.** The NWEC Executive Committee will serve in an advisory role to the DOTC Program Director and other committee and subcommittee chairpersons relative to the overall strategic direction of the NWEC and DOTC. The NWEC Executive Committee may provide comments and suggestions to the Technical Director of ARDEC and other Government Technical Directors regarding the Proposed Annual Technology Plan including planning, programming and budgeting of Ordnance Technology Initiatives under consideration by the Government in the process defined by the Planning, Programming, Budgeting and Execution System (PPBES). The Executive Committee shall make recommendations to the NWEC Consortium membership when and if amendments to consortium agreements are required. The NWEC Executive Committee shall also discharge various other tasks and functions assigned to it under the Consortium Member Agreement, including monitoring the performance of the Consortium Management Firm and authorizing payments.

**3.7.1.7 Election of NWEC Executive Committee Representatives.** Elections to replace the NWEC Executive Committee members whose terms are expiring will generally be held one time per year at the NWEC General Membership Meeting which most closely precedes the expiration of the NWEC Executive Committee members' terms of office. Elections for NWEC Executive Committee members shall be presided over by the NWEC Executive Director. Nominations for the Executive Committee Members Representatives will be solicited by the NWEC Executive Director thirty (30) days prior to each annual election, citing incumbent Executive Committee members whose terms are expiring and any special organizational requirements for nominees. Incumbent Executive Committee members may be nominated and re-elected to successive terms, provided the organizational status of the organization they represent remains unchanged. Any NWEC Member Organization may nominate an individual representative to sit on the NWEC Executive Committee. An NWEC Member Organization making such nomination shall briefly describe the qualifications of its nominee for this position. Subsequently, the Consortium Management Firm will prepare a slate of qualified candidates and forward it to the general membership for review.

**3.7.1.7.1 Voting Procedure.**

- The voting shall be by secret paper ballot, cast on-site at the General Membership meeting or by valid proxy exercised in accordance with the procedure in Section 3.7.1.7.3. The results of the election will be announced during the meeting time.
- Ballots will be provided to NWEC Member Organizations during check-in and may be completed and returned until the beginning of the second day of the General Membership meeting at which elections will be held. Only one ballot will be provided to each NWEC Member Organizations.
- Each NWEC Member Organization in attendance at the Consortium General Membership meeting may cast a single ballot, selecting only the number of candidates in each category as specified on the ballot.

- Tabulation of ballots will be conducted by the Consortium Management Firm immediately following the close of balloting.
- The nominees in each category with the highest number of votes shall be elected to serve on the NWECE Executive Committee.
- If there is a tie for the final opening in any category (Large Business, Small Business, Academia), another vote will be taken that includes only those candidates who tied in the particular category. Those with more votes than the tied candidates will be considered elected. Those receiving fewer votes will be eliminated from the subsequent ballot. The winner of the second balloting is the one who receives a simple majority vote. If there is a second tie vote, the selection of one of the two candidates will be delegated to the NWECE Executive Committee who will meet as soon as possible for the purpose of breaking the tie.
- In cases where more than one ballot is received from an NWECE Member Organization, the Executive Director will be responsible for determining the valid ballot.

**3.7.1.7.2 Special Elections.** When deemed appropriate by consensus of the NWECE Executive Committee, a special election may be held. In these cases, a call for nominations will be sent to all NWECE Member Organizations by the NWECE Executive Director. Once all nominations are received, voting will generally follow the procedures provided above except that members will vote via electronic balloting with results announced via electronic mail to the NWECE general membership.

**3.7.1.7.3 Proxy Voting.** NWECE Member Organizations are entitled to vote either in person or through an agent authorized by a written proxy signed by the NWECE Member Organization's representative and filed with the NWECE Consortium Management Firm. Proxies shall designate a proxy holder (person to cast the vote) and contain the name and signature of the NWECE Member Organizations representative. If an NWECE Member Organization does not designate a specific proxy holder, the NWECE Executive Director shall be deemed the proxy holder. Completed and signed proxies must be submitted to the Consortium Management Firm no later than one week prior to the General Membership meeting. Proxies may be revoked up until the proxy holder casts the ballot during the General Membership meeting by providing a written notice of revocation to the NWECE Consortium Management Firm.

**3.7.1.8 NWECE Executive Committee Meetings.** The Executive Committee will meet no less frequently than twice each calendar year and shall meet at such other times as may be deemed appropriate by the NWECE Executive Committee. NWECE and DOTC Executive Committee meetings shall be scheduled in such a way as to maximize participation and limit travel expenses. For example, meetings of the NWECE Executive Committee may be held before or after the DOTC Executive Committee meetings. To this end, the NWECE Executive Director shall send a notice of the meeting and call for agenda items to NWECE Executive Committee members ten (10) days prior to the scheduled meetings of the committee. The meetings of the

NWEC Executive Committee are open to attendance by all Consortium Members Organizations; however, only those organizations on the agenda may participate during the portion of the meeting dealing with their specific agenda items. With prior approval of the NWEC Executive Committee, any member of the committee may invite non-voting employees, consultants or scientific advisors to attend the meeting of the NWEC Executive Committee.

**3.7.1.9 NWEC Executive Committee Decisions.** All decisions of the NWEC Executive Committee shall require consensus of two-thirds of the committee membership. In the event that a consensus cannot be obtained on a particular issue, the NWEC Executive Committee shall refer such issue to the DOTC Executive Committee Co-chairs for resolution. It is the intent of the Parties that any issue referred to the DOTC Co-chairs shall be resolved by negotiation in good faith as soon as practicable, but no later than thirty (30) days after its referral. The Parties shall make reasonable efforts to continue their obligations under this Agreement pending resolution of the issue.

**3.7.1.10 NWEC Treasurer.** The NWEC Treasurer shall serve at the pleasure of and under the direction of the NWEC Executive Committee. The Treasurer shall be the NWEC Executive Committee's authorized representative on all financial matters of the NWEC. As such, the NWEC Treasurer shall oversee the actions of the NWEC CMF as they pertain to execution of NWEC business affairs, as well as execute such other fiduciary responsibilities as may be assigned by the Committee. Specific responsibilities are detailed in the following paragraphs.

**3.7.1.10.1 NWEC Treasurer Responsibilities.** The NWEC Treasurer will:

- a) Administer financial policies and procedures.
- b) Track, monitor, and report the cost incurred by the Consortium Management Firm.
- c) Review and approve all invoices submitted for payment by the Consortium Management Firm.
- d) Review, approve and distribute quarterly and annual financial reports.
- e) Facilitate development and implementation of annual operating budgets.

**3.7.1.10.2 NWEC Treasurer Position Requirements.** The Treasurer shall

- a) Be a member of the NWEC Executive Committee.
- b) Serve at the pleasure of NWEC Executive Committee.
- c) Be appointed by the NWEC Executive Committee.

The term of the Treasurer shall run concurrent with the person's term on the Executive Committee, or as terminated earlier without cause by the Treasurer or the Committee.

### **3.7.1.11 NWEC Expense Reimbursement.**

**3.7.1.11.1 NWEC Executive Committee Expense Reimbursement.** NWEC Executive Committee members are obligated to attend the semi-annual DOTC Executive Committee meetings on behalf of the NWEC Member Organizations. In order to minimize the out of pocket expenses of NWEC Executive Committee members who attend DOTC Executive Committee meetings, the Consortium Management Firm will reimburse NWEC Executive Committee members who attend DOTC Executive Committee meetings at the rate of \$1,500 per meeting attended. Unless otherwise specified by the NWEC Executive Committee Member, the CMF shall, upon receipt of an appropriate invoice:

- i) Issue a check to the Executive Committee Members organization in the full amount of \$1,500 per meeting; or,
- ii) Issue a credit memo against future amounts or outstanding balances that the NWEC Executive Committee member's organization owes or will owe NWEC for dues and initiative award assessments.

If the NWEC Executive Committee member's organization has an outstanding balance (past due greater than 90 days) due the NWEC at the time of the reimbursement transaction, the Consortium Management Firm shall deduct such funds owed to NWEC from the payment and/or credit invoice.

**3.7.1.11.2 NWEC Member Travel Expenses.** On occasion, one or more NWEC members, including the NWEC Executive Committee Chairman, are required to travel to accomplish the goals and objectives of the DOTC and NWEC Executive Committees. In these instances, NWEC members may, with NWEC Executive Committee approval, be reimbursed for normal and reasonable travel expenses when traveling to Board sanctioned DOTC and NWEC business. These expenses will be reimbursed upon the member submitting to the CMF, via the NWEC Executive Director, a request for reimbursement with supporting documentation of fair and reasonable costs.

**3.8 DOTC Technology Committee / Subcommittees.** The DOTC Technology Committee membership consists of the DOTC Program Director, DOTC Technical Managers, eight (8) government Technology Subcommittee Co-chairs, and eight (8) NWEC Member Organization (industry/academia) Technology Subcommittee Co-chairs. The eight (8) specific subcommittee areas are: Warheads, Explosives, Propellants, Pyrotechnics, Fuze/Sensors, Demilitarization, Enabling Technologies, and Insensitive Munitions. The DOTC Technology Committee's primary purpose is the development of the Annual Technology Plan that will provide the annual research agenda for the Request for Ordnance Technology Initiatives.

**3.8.1 NWEC Representation on the DOTC Technology Committee.** In addition to the Government representatives, each DOTC Technology Committee shall include an NWEC Member Organization Co-Chairman for each technology area. The Government members terms are unlimited, thereby assuring continuity. The NWEC Member Organization representatives'

terms are for a two-year period after which NWEAC Member Organizations will nominate and elect the next NWEAC Co-chairs. It is intended that those individuals participating on the DOTC Technology Committee as a Co-Chair are willing and able to contribute time and travel to perform the responsibilities of the committee and have a multi-disciplined background within the specified areas of research. In addition, NWEAC Member Organization representatives to the DOTC Technology Committee must be U.S. citizens.

**3.8.2 NWEAC Participation on DOTC Technology Subcommittees.** NWEAC Member Organizations are expected to participate on one or more DOTC Technology Subcommittees as a requirement of NWEAC Membership in Good Standing.

**3.8.2.1 Additional DOTC Technology Subcommittees.** Additional subcommittees may be added to the DOTC Technology Committee at the discretion of the DOTC Executive Committee. If an additional subcommittee is added, the two (2) Co-chairs of such additional subcommittee, one from the Government and one from an NWEAC Member Organization, will become members of the DOTC Technology Committee.

**3.8.2.2 DOTC Technology Committee / Subcommittee Responsibilities.** The DOTC Program Office will solicit technology needs and “Good Ideas” topics from both the Government and/or NWEAC Member Organizations. The Government representatives on each DOTC Technology Committee/Subcommittees will review the technology needs and “Good Ideas” and make recommendations to the DOTC Program Office on inclusion of the prospective Ordnance Initiatives in the subsequent Annual Technology Plan. With the inputs from all Subcommittees, the DOTC Program Office, with the support of the NWEAC Consortium Management Firm, will draft an Annual Technology Plan including a Proposed Annual Budget and a recommended prioritization of the Ordnance Technology Initiatives. The DOTC Technology Committee shall also discharge various other tasks and functions assigned to it under this Agreement. Specific details regarding membership, responsibilities, meetings, and decisions will be included in separate procedural guidance.

**3.8.2.3 Subcommittee Member Vacancies.** The Government and each NWEAC Member Organization may change its representative(s) on the Subcommittees at any time upon notice to the Subcommittee Co-chairs, the other Subcommittee Members, and the NWEAC Executive Director for communication to all NWEAC Member Organizations.

**3.8.3 Ad Hoc Committees.** As required, the DOTC Executive Committee may establish additional committees to support the effective operations of the DOTC and NWEAC. Participants in these ad hoc committees will consist of representatives from NWEAC Member Organizations. However, the Parties agree that representatives of the Government may attend and participate in the committee meetings.

**3.9 NWEAC Advisory Board.** The NWEAC Executive Committee may establish and maintain an NWEAC Advisory Board to include individuals invited to serve by the NWEAC Executive Committee upon their retirement from serving as either an NWEAC Executive Committee member or as the NWEAC Executive Director. Such Advisory Board members shall

assume membership upon their acceptance of the invitation to serve and shall serve as long as mutually agreed upon between the Executive Committee and the Advisory Board members.

**3.10 NWEC Executive Director.** The NWEC Executive Director will be a non-government employee or consultant of an NWEC Member Organization in “Good Standing”. It is anticipated that this individual will expend approximately 600-800 man-hours per year conducting NWEC business. The NWEC Member Organizations agree that the NWEC Member Organization that employs this person is responsible for the payment of all expenses related to the performance of his or her duties as NWEC Executive Director. The NWEC Member Organization that provides an individual to perform the duties of the NWEC Executive Director will be reimbursed for these expenses related to his/her performance as NWEC Executive Director by the NWEC Consortium Management Firm.

**3.10.1 Selection of the NWEC Executive Director.** Three (3) months prior to the expiration of the incumbent Executive Director’s term, the NWEC CMF will solicit nominations for the NWEC Executive Director position from the NWEC Member Organizations. An NWEC Member Organization making such nomination may briefly describe the qualifications of its nominee for this position. Subsequently, the Consortium Management Firm will prepare a slate of qualified candidates and forward it to the NWEC Executive Committee no less than forty-five (45) days prior to the incumbent term expiration. The NWEC Executive Director will then be selected by a vote of the NWEC Executive Committee.

**3.10.2 NWEC Executive Director Term/Qualifications.** The Executive Director shall serve a three (3) year term that may also be extended by re-election through the process described in paragraph 3.10.1. The term of the NWEC Executive Director shall be concurrent with the Government Fiscal Year. Nominees for the position of NWEC Executive Director should have a good understanding of the specifics of this Agreement and the OT Agreement.

**3.10.3 NWEC Executive Director Vacancy.** If for any reason the NWEC Executive Director is no longer willing or able to serve as the Executive Director, the NWEC Executive Committee will direct the Consortium Management Firm to coordinate the selection of a replacement in accordance with the procedures described in paragraph 3.10.1 within forty-five (45) days. The term of the replacement Executive Director shall be no less than one (1) year and no greater than two (2) years.

**3.10.4 Responsibilities of the NWEC Executive Director.** The NWEC Executive Director shall manage and coordinate the affairs of the NWEC and support the DOTC Program Office as required. The Executive Director shall act as the administrative point of contact and negotiator for the NWEC Member Organizations under this Agreement and any amendments hereto. The NWEC Executive Director shall also be responsible for obtaining signatures of the Parties on any amendments to this Agreement. The Executive Director shall also request nominations, prepare a slate of candidates for any open committee and subcommittee positions and provide notice of committee membership and membership changes to the NWEC Member Organization, the DOTC Program Office, and the DOTC Executive Committee. In addition, the NWEC Executive Director shall provide notice of the Executive Committee meetings and a

request for agenda items from the NWEC Member Organizations. The Executive Director shall serve on the NWEC Executive Committee as a non-voting member. The NWEC Executive Director, in conjunction with the Government, will also organize the NWEC General Membership Meetings. The organizational duties of the NWEC Executive Director with respect to the NWEC General Membership Meetings shall include as a minimum, the following tasks:

- a) Coordinate with the Government and/or host NWEC Member Organizations to determine meeting logistics;
- b) Provide meeting notices to NWEC Member Organizations at least thirty (30) days in advance of the meeting with a request for agenda items from the Government and the NWEC Member Organizations;
- c) Prepare and issue the agenda at least ten (10) days in advance of the meeting;
- d) Act as a facilitator during the meeting, any elections, and discussion and votes on any amendments to this Agreement;
- e) Document attendance by NWEC Member Organizations; and
- f) Prepare and issue meeting minutes to the Government and all NWEC Member Organizations within thirty (30) days after the meeting.

The NWEC Executive Director will also monitor each Party's adherence to this Agreement. In addition, the NWEC Director shall undertake such other duties or responsibilities as are assigned by this Agreement, the OT Agreement and/or delegated by the NWEC Executive Committee.

### **3.10.5 NWEC Executive Director Administrative Expenses Reimbursement.**

Expenses incurred by the Executive Director will be reimbursed to the Executive Director by the NWEC Member Organization by whom he or she is employed. The NWEC Member Organization shall invoice the Consortium Management Firm to be reimbursed for these expenses.

**3.11 Consortium Management Firm.** The CMF is an independent, neutral organization selected by the NWEC Executive Committee to administer the day-to-day affairs of the NWEC and to act as the NWEC single point contracting authority. The CMF shall serve the best interests of the NWEC Member Organizations at the direction of the NWEC Executive Committee under the terms and conditions of a separate management services agreement.

**3.11.1 Consortium Management Firm Responsibilities.** The CMF shall be responsible for:

- a) Providing the NWEC Executive Committee managerial and administrative support;
- b) Administering the OT Agreement, which was entered into with the Government by the NWEC Executive Committee in care of the current CMF;

- c) Assisting the Government in soliciting and selecting projects for advancing the “Field”;
- d) Entering into and managing Ordnance Technology Base Agreements and Ordnance Technology Initiative Agreements with individual NWEAC Member Organizations; and

Such other administrative functions assigned by the NWEAC Executive Committee and/or the OT Agreement. The CMF is prohibited from participating in any Ordnance Technology Initiative work solicited in the annual Request for Ordnance Technology Initiatives.

## **ARTICLE IV ORDNANCE TECHNOLOGY PROGRAM AND PLANNING PROCESS**

### **4.1 Annual Technology Program**

**4.1.1 Ordnance Technology Initiative Solicitations and Proposals.** Upon approval of the Annual Technology Plan by the DOTC Executive Committee, a two-stage Request for Project Proposals (now called Request for Ordnance Technology Initiatives) process will be executed. The Request for Ordnance Technology Initiatives will follow a template format, identifying specific areas of interest as indicated in the Annual Technology Plan, indicating criteria for selecting proposals, and soliciting the participation of NWEAC Member Organizations in good standing capable of satisfying the DOTC’s needs. The first stage of the process will be submission of a technical “whitepaper” that summarizes the details of the proposed research and development effort to be proposed. “Whitepapers” will be submitted to the CMF, who will review the submissions for completeness and compliance only. (Note: the CMF will not perform any technical review). Upon completion of this administrative review, the CMF will submit the whitepapers to the DOTC Program Director who will forward the “whitepapers” to appropriate government reviewers for technical review. Subsequent to Government review and feedback, offerors will decide whether to submit a formal proposal in accordance with the Request for Ordnance Technology Initiatives and Proposal Preparation Guide. Offerors desiring to participate in the annual Request for Ordnance Technology Initiative process and compete for initiative funding will be required to participate in both stages of the Request for Ordnance Technology Initiatives process.

**4.1.2 Participation of Non-Traditional Contractors / Solicitation of Cost Share.** In accordance with the OT Agreement in place with the Government, the portfolio of Ordnance Technology Initiatives awarded must contain sufficient aggregate use of non-traditional defense contractors or provide at least one third cost share (i.e. cash or in-kind). Therefore, to the maximum extent possible, offerors submitting “whitepapers” and Ordnance Technology Initiative Proposals should:

- a) Be a Non-traditional Defense Contractor;
- b) Have at least one non-traditional defense contractor participating to a significant extent;  
or

- c) Provide at least one third of the total Initiative cost as cost share (cash or in-kind).

Definitions and detailed requirements for non-traditional defense contractors and cost share will be provided in the annual Request for Ordnance Technology Initiatives solicitation and the Proposal Preparation Guide.

**4.1.3 Ordnance Technology Initiative Agreements.** Following notification by the Government that an NWECC Member Organization's Ordnance Technology Initiative proposal has been selected and accepted, and provided the NWECC Member Organization has executed an Ordnance Technology Base Agreement, the CMF shall open negotiations with the NWECC Member Organization to reach agreement on the work to be performed under the proposed Ordnance Technology Initiative accepted by the Government. Technical issues that are impediments to reaching agreement will be referred to JM&LCC-ETC and the DOTC Program Office. The JM&LCC-ETC and the DOTC Program Director will support the CMF in resolution of these technical issues. Other issues that may arise during negotiations that prove to be an issue also will be referred to the JM&LCC-ETC and the DOTC Program Director for resolution. At the conclusion of negotiations, the CMF will execute an Ordnance Technology Initiative Agreement with the NWECC Member Organization. Once the Ordnance Technology Initiative Agreement has been executed with an NWECC Member Organization, notification of such action shall be made to the DOTC Program Office and JM&LCC-ETC.

**4.1.4 Diligent Efforts.** Both the Government and the NWECC Member Organization conducting Ordnance Technology Initiatives shall use all reasonable efforts and proceed diligently to perform the Ordnance Technology Initiatives, including, without limitation, by

- a) Using their good faith efforts to allocate a sufficient number of personnel per year,
- b) Using personnel with sufficient skills and experience, and
- c) Using adequate equipment and facilities, to carry out their obligations under the Ordnance Technology Initiative Agreement(s).

The Parties agree to conduct activity under the Annual Technology Plan including the Ordnance Technology Initiatives, in a good technical manner, and in compliance with applicable laws, rules and regulations, and all other requirements to attempt to achieve the objectives efficiently and expeditiously. The Parties further agree that the primary goal of this Program is to conduct demonstrations of the technology developed from the Ordnance Technology Initiatives. Accordingly, all Parties shall use diligent efforts to conduct such research and development efforts as are outlined in the relevant Ordnance Technology Initiatives with the goal of conducting such technology demonstrations as soon as practicable. The Parties further agree to use diligent efforts to meet the schedules established in the applicable Ordnance Technology Initiative Agreements for achieving specific objectives and milestones contained therein.

## **ARTICLE V WITHDRAWAL**

**5.1 Voluntary Withdrawal.** An NWECC Member Organization may voluntarily withdraw from this Agreement at any time and for any or no reason by notice of withdrawal given by such NWECC Member Organization to the Executive Committee, the NWECC Executive Director and the Consortium Management Firm in accordance with paragraph 11.6.

**5.2 Involuntary Withdrawal.** If an NWECC Member Organization materially breaches any material warranty, term or condition of this Agreement and fails to remedy such material breach within ninety (90) days after receipt of notice of such material breach from another NWECC Member Organization and/or the NWECC Executive Committee, the NWECC Executive Committee shall have the right to cause the involuntary withdrawal of such NWECC Member Organization; such withdrawal to be effective immediately upon delivery of a notice from the NWECC Executive Committee to such NWECC Member Organization indicating their election to cause such involuntary withdrawal to occur.

**5.3 Effect of Withdrawal.**

**5.3.1 Rights of an NWECC Member.** Except for the rights and obligations with respect to confidential information and/or specific intellectual property agreements between or amongst the NWECC Member Organizations, from and after the effective date of withdrawal of an NWECC Member Organization, such organization shall cease to have any rights as an NWECC Member Organization under this Agreement.

**5.3.2 Continued Funding and Technology Contribution Commitment.** In the event of the withdrawal of an NWECC Member Organization pursuant to this Article V, such organization's rights and obligations pursuant to any Ordnance Technology Initiative Agreements, including, but not limited to, continued funding and technology contribution commitments shall continue in accordance with the specific terms of the Ordnance Technology Initiative Agreement.

**5.3.3 Outstanding Financial Obligations of an NWECC Member Organization.** In the event of the withdrawal of an NWECC Member Organization pursuant to this Article V, such organization's financial obligations to NWECC pursuant to receipt of any Ordnance Technology Initiative Awards, specifically award assessments (paragraph 3.1.2.3.2) and/or pursuant to annual membership dues (paragraph 3.1.2.3.1) shall continue until all outstanding obligations are satisfied according to Article III of this Agreement.

**ARTICLE VI  
TERM, RENEWAL, AND TERMINATION**

**6.1 Term.** This Agreement shall continue for a period of seven (7) years from the Effective Date of this Agreement.

**6.2 Renewal.** Prior to the expiration date of this Agreement, the Parties agree to enter into good faith negotiations to establish an extension to this Agreement, or a follow-on agreement.

**6.3 Termination of Agreement.** Except for the rights, obligations and commitments of the individual or collective NWECE Member Organizations with respect to Article VI, cash or in-kind contributions required by specific Other Transaction Agreement, and/or specific intellectual property agreements between or amongst the NWECE Member Organizations and/or the Government, unless extended by mutual written agreement of the Parties, this Agreement shall automatically terminate under the following conditions:

- a) By written agreement of the Parties; or
- b) After the Government's failure to extend the OT Agreement or issue a new OT Agreement to the NWECE within ninety (90) days after the expiration or termination of the OT Agreement.

**6.4 Material Breach or Default by an NWECE Member Organization.** If an NWECE Member Organization materially breaches any material warranty, term or condition of this Agreement, any other NWECE Member Organization may provide notice of such material breach to the NWECE Executive Committee. The NWECE Member Organization representatives to the NWECE Executive Committee shall review the facts of the willful material breach or default and determine whether the NWECE Member Organization alleged to have materially breached any material term or condition of this Agreement has, in fact, committed such a material breach. Upon such decision, the NWECE Executive Committee shall notify the offending NWECE Member Organization in accordance with the provisions of paragraph 9.2. If the organization fails to remedy such material breach within ninety (90) days after receipt of such notice of such material breach from the NWECE Executive Committee (it being further agreed that the NWECE Executive Committee may also provide such notice to all other Parties to this Agreement), the NWECE Executive Committee may, at its option, and in addition to any other remedies that the NWECE may have in law or equity, terminate this Agreement with respect to such NWECE Member Organization by sending a notice of termination to such NWECE Member Organization. If the NWECE Executive Committee representatives are unable to reach agreement, the facts of the willful material breach or default shall be submitted for resolution pursuant to Article IX.

**6.5 Survival.** Notwithstanding the above provisions, the NWECE Member Organization's rights and obligations with respect to the Ordnance Technology Initiative

Agreement and/or specific intellectual property agreements by and, between the Government and the NWECC Member Organization shall survive any expiration or termination of this Agreement.

## **ARTICLE VII REPRESENTATIONS AND WARRANTIES**

**7.1 Representations and Warranties of All Parties.** Each Party represents and warrants that:

- a) It is free to enter into this Agreement;
- b) In so doing, it will not violate any other agreement to which it is a party; and
- c) It has taken all action necessary and required to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement.

**7.2 Limitations.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE VII, NO PARTY TO THIS AGREEMENT MAKES ANY WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, RELATING TO (i) ANY RESEARCH CONDUCTED UNDER THIS AGREEMENT OR (ii) ANY INVENTION CONCEIVED AND/OR REDUCED TO PRACTICE UNDER THIS AGREEMENT OR (iii) ANY OTHER INTELLECTUAL PROPERTY DEVELOPED UNDER THIS AGREEMENT, AND EACH PARTY TO THIS AGREEMENT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

## **ARTICLE VIII LIMITATION AND CROSS-WAIVER OF LIABILITY**

**8.1 Waiver of Liability.** NWECC Member Organizations waive all claims against any of the entities or persons listed **Exhibit A** of this Agreement, (and those NWECC Member Organizations that join subsequent to the effective date of this Agreement) based on alleged damages relating to and arising out of activities under this Agreement and the injured NWECC Member Organization suffers such damages by virtue of its involvement under this Agreement. Notwithstanding the foregoing, this waiver shall not apply to claims or damages arising from or related to confidential information, rights in data and copyrights, inventions, and/or publication and data rights as set forth in the OT Agreement.

**8.2 Limitation of Liability.** IN NO EVENT WILL ANY PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE

OTHER PARTY OR PARTIES HERETO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Subcontractors or Sub-entities.** The Parties agree to extend the waiver of liability as set forth above to subcontractors or sub-entities at any tier under the Ordnance Technology Initiative Agreements by requiring them, by written contract, purchase order or otherwise, to waive all claims against any and all NWECC Member Organizations

**8.4 Inapplicability.** Notwithstanding the other provisions of this clause, this waiver of liability shall not be applicable to:

- a) Claims between an NWECC Member Organization and its related entities or claims between the Government's related entities (however, claims between the Government and the NWECC Member Organizations, or vice versa, are not included within this exception);
- b) Claims made by a natural person, his/her estate, survivors or subrogates for injury or death of such natural person;
- c) Claims for damage caused by intentional, willful or gross misconduct; and
- d) Intellectual property claims.

Nothing in this Article VIII shall be construed to create the basis of a claim or suit where none would otherwise exist.

## **ARTICLE IX DISPUTE RESOLUTION**

**9.1 Dispute Resolution Process.** The Parties recognize that disputes as to certain matters may from time to time arise during the term of this Agreement, which relate to a Party's rights and/or obligations hereunder or there under. It is the objective of the Parties to establish procedures to facilitate the resolution of disputes arising under this Agreement in an expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the Parties agree to follow the procedures set forth in this Article IX if and when a dispute arises under this Agreement.

**9.2 Dispute Resolution Representatives.** In the event of disputes between the Parties, including disputes among the NWECC Member Organizations' representatives to the NWECC Executive Committee which such representatives are unable to resolve, a Party seeking to resolve such dispute will, by written notice to the other, have such dispute referred to their respective executive officers designated below or their successors, for attempted resolution by good faith negotiations within fourteen (14) days after such notice is received. The Parties executive officers are as follows:

- a) For the NWECA Member Organizations: Designated Senior Executive
- b) For the Consortium: Designated Senior Executive  
that is the Industry Co -  
Chairperson of the DOTC  
Executive Committee

In the event the designated officers are not able to resolve such dispute, either Party may at any time after the fourteen (14) day period invoke the provisions of paragraph 9.3 hereinafter.

**9.3 Alternative Dispute Resolution.** Following settlement efforts pursuant to paragraph 9.2, any dispute, controversy or claim arising out of or relating to the validity, construction, enforceability or performance of this Agreement, including disputes relating to alleged breach or to termination of this Agreement, while excluding disputes that are expressly prohibited herein from being resolved by this mechanism, shall be settled by binding Alternative Dispute Resolution ("ADR") in the manner described below:

**9.3.1 ADR Request.** If a Party intends to begin an ADR to resolve a dispute, such Party shall provide written notice (the "ADR Request") to the other Party informing such other Party of such intention and the issues to be resolved. From the date of the ADR Request and until such time as any matter has been finally settled by ADR, the running of the time periods contained in Articles VII and X of the OT Agreement under which a Party must cure a breach of this Agreement shall be suspended as to the subject matter of the dispute.

**9.3.2 Additional Issues.** Within ten (10) business days after the receipt of the ADR Request, the other Party may, by written notice to the Party initiating ADR, add additional issues to be resolved.

**9.3.3 No ADR of Patent Issues.** Disputes regarding the scope, validity and enforceability of patents shall not be subject to paragraph 9.4 and shall be submitted to a court of competent jurisdiction.

**9.4 Arbitration Procedure.** Any dispute or claim arising out of or in connection with, this Agreement shall be finally settled by binding arbitration in accordance with the then current rules and procedures of the American Arbitration Association. The arbitration shall be conducted by three (3) arbitrators with experience with the issue under consideration, one (1) each to be appointed by the Parties in Dispute and a third being nominated by the two (2) arbitrators so selected or, if they cannot agree on a third arbitrator, by the President of the American Arbitration Association. Such arbitration will take place in New York, New York, unless otherwise determined by a requisite majority of the Executive Committee. The arbitrators shall apply the law of the State of New York to the merits of any dispute or claim, without reference to rules of conflicts of laws. For public academic research institutions who become party to a dispute under this article, the arbitrators shall apply the law of the State of New York, to the extent it does not conflict with the public academic research institution's state law. Judgment on any award rendered by the arbitrators may be entered in any court having

jurisdiction thereof. The Parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrators shall have no authority to award punitive or exemplary damages against any Party. Nothing in this Article IX shall limit a Party's right to seek injunctive relief with respect to a breach or threatened breach of this Agreement.

**9.5 Governing Law.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York, to the extent it does not conflict with the public academic research institution's state law, without reference to principles of conflicts of laws.

## **ARTICLE X FILING WITH US ATTORNEY GENERAL AND FEDERAL TRADE COMMISSION**

**10.1** Except for the disclosure of basic information regarding the NWEAC, (i.e., membership, purpose and a general description of the technical work) formal written approval by the NWEAC Executive Committee is required for any specific publicity or advertising relative to this Agreement. However, the Parties agree that notification of the establishment of this research and development consortium shall be filed by the selected Consortium Management Firm on behalf of the Parties with the U.S. Attorney General and the Federal Trade Commission in accordance with the provision of the National Cooperative Research Act of 1984 within 90 days of execution of these Articles and after adequate review by all Parties. The costs of this filing shall be borne by the NWEAC.

## **ARTICLE XI GENERAL PROVISIONS**

**11.1 Independent Contractors.** The relationship of the Parties established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give any of the Parties hereto the power to direct or control the day-to-day activities of another Party hereto, (ii) constitute the Parties as partners, joint ventures, co owners or otherwise as participants in a joint or common undertaking or (iii) allow any of the Parties hereto to create, discharge or assume any obligation on behalf of another Party hereto for any purpose whatsoever.

**11.2 Compliance with U.S. Export Control Laws.** The Parties shall 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. Accordingly, any NWEAC Member Organization will not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data to any country for which the United States Government or any agency thereof at the time of export requires an export license or other government approval,

without first obtaining the written consent to do so from the Department of State or other agency of the United States Government when required by applicable statute or regulation.

**11.3 Parties Bound.** This Agreement, including the indemnification provisions, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, assigns, legal representatives and heirs.

**11.4 Assignment.** This Agreement may not be assigned or transferred by any of the Parties hereto without the prior written consent of the NWECE Executive Committee; provided, however, that an NWECE Member Organization may assign its rights and delegate its obligations (i) to any affiliate of such NWECE Member Organization (although, in the event of any such assignment and delegation, the assigning NWECE Member Organization shall remain primarily liable for its obligations hereunder) and (ii) to a purchaser of all or substantially all of the business of such NWECE Member Organization to which this Agreement relates by merger, sale of assets or otherwise. If the NWECE Member Organization, after the assignment or purchase, cannot meet the requirements for NWECE membership as called out in the Consortium Member Agreement, the NWECE Member Organization will be considered to have voluntarily withdrawn from the Consortium in accordance with Article V herein.

**11.5 Affiliates.** The Parties hereto acknowledge and agree that NWECE Member Organizations may elect to carry out certain activities required or permitted pursuant to this Agreement by or through their affiliates. This Agreement shall be binding on the affiliates of NWECE Member Organizations in accordance with the terms of this Agreement as if such affiliates were parties to this Agreement.

**11.6 Further Assurances.** At any time or from time to time after the Effective Date, an NWECE Member Organization shall, at the request of the NWECE Executive Committee or any NWECE Member Organization, (i) execute, and deliver or cause to be delivered, all such assignments, consents, documents or further instruments of transfer or license, and (ii) take or cause to be taken all such other actions, as any Consortium Member may reasonably deem necessary or desirable in order for the NWECE Member Organization to obtain benefits of this Agreement and the transactions contemplated hereby to which the NWECE Member Organization may be entitled.

**11.7 Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing and (i) personally delivered, (ii) mailed, postage prepaid, first class, certified mail, return receipt requested, (iii) sent, shipping prepaid, return receipt requested by national overnight courier service, or (iv) sent by electronic mail to the appropriate Party or Parties at the addresses as set forth in Exhibit A or at such other addresses as may be given from time to time in accordance with the terms of this provision. Any notice or other communication given by personal delivery shall be deemed given on the date personally delivered; any notice or other communication given by mail shall be deemed given five (5) days after the date deposited in the United States mail; and any notice or other communication given by national overnight courier service shall be deemed given on the next business day after being sent.

**11.8 Amendment.** This Agreement may only be amended by a written instrument executed by the Parties.

**11.9 Waiver.** No waiver of any rights shall be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

**11.10 Section Headings.** The headings of the several sections of this Agreement are intended for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of this Agreement.

**11.11 Severability.** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severance of any provision shall be effective if the result of such materially changes intended purposes of this Agreement to the Parties.

**11.12 Counterparts.** This Agreement 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. All Consortium Members shall receive a copy of this executed Consortium Member Agreement and any amendments thereto with the NWECE Executive Committee, or its designee, retaining the originals.

**11.13 Public Announcements.** Any announcements, press releases or similar publicity (collectively, "Announcements") with respect to the execution of this Agreement shall be submitted to and agreed upon by the NWECE Executive Committee in advance of such Announcement. NWECE Member Organizations shall approve any Announcements that include the NWECE Member Organization except those Announcements that reference or endorse the NWECE Member Organization.

**11.14 Disclosure.** Except as specifically authorized in accordance with paragraph 11.13, the Parties agree that the existence and terms of this Agreement shall be maintained in confidence by all Parties, except that any Party may disclose the terms hereof to the extent required by law (including without limitation pursuant to the requirements of U.S. securities laws), provided that such disclosure under this paragraph 11.14 shall, to the extent legally permissible, be in the form of the redacted version of this Agreement to be agreed upon by the NWECE Executive Committee.

**11.15 No Third Party Beneficiary Rights.** The Parties agree and acknowledge that the Government is not intended to be, and shall not constitute, a third party beneficiary of the this Agreement, which is intended exclusively as an agreement among, and for the benefit of, the NWECE Member Organizations.

**11.16 Force Majeure.** No failure or omission by the NWECE Member Organizations in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement 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, agency or instrumentality thereof; fire; storm; flood; earthquake; accident; war; rebellion; insurrection; riot; 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.

**11.17 Order of Precedence.** In the event of any inconsistency among the terms of this Agreement and the terms set forth in the OT Agreement or any award issued pursuant to the OT Agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) the OT Agreement, (2) Attachments to the OT Agreement, (3) Ordnance Technology Initiative Agreements issued to NWECC Member Organizations pursuant to the OT Agreement, and (4) the Consortium Member Agreement.

**11.18 Entire Agreement.** This Agreement, and all Exhibits referred to herein, embody the entire understandings of the Parties with respect to the subject matter hereof and shall supersede all previous communications, representations or understandings, either oral or written between the Parties relating to the subject matter hereof.

**11.19 Earmarked Funding.** It is the intent of the parties that efforts undertaken by the NWECC, individual NWECC Member Organizations, or groups of NWECC Member Organizations functioning under the auspicious of the Consortium, are to be conducted for the furtherance of collective Consortium goals, not for the furtherance of individual NWECC Member Organization's interest. However, if as a result of the yearly Government budget and appropriations process, specific Energetic and/or Warhead Research and Development funded line items result that are earmarked for specific NWECC Member Organizations, institutions and/or geographic regions, it is understood that the NWECC, individual NWECC Member Organizations, or groups of NWECC Member Organizations shall not challenge or interfere with said processes.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day, month and year first above written.

Name: \_\_\_\_\_ (NWECC Member Organization Name)

By: \_\_\_\_\_ (NWECC Member Organization Representative)

Title: \_\_\_\_\_ (Representative's Title)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Exhibit A: List of Active NWECC Member Organizations

Exhibit B: NWECC Consortium Member Application

## **Exhibit A: List of Active NWECA Member Organizations**

(Note: This exhibit will be updated with a list of all entities signing the Agreement on or before the effective date of 18 December 2009. Subsequent to the effective date, this appendix will be updated periodically to reflect changing membership status. An up-to-date membership list will be maintained at the NWECA Member Only website.)

## **Exhibit B: Consortium Member Application**

### **National Warheads and Energetics Consortium (NVEC) Membership Application**

This Membership Application is made by the signing organization (“Applicant”) to the National Warheads and Energetics Consortium (“NVEC”) Executive Director as of the date of signing by the Applicant. Note: The NVEC Executive Director and his/her phone numbers are listed at the end of this Application.

1. Applicant hereby applies for membership in the NVEC. Applicant agrees that it will review and sign the Consortium Member Agreement and review the Ordnance Technology Base Agreement. Applicant does not become an NVEC member until Applicant reviews these Agreements and signs the Consortium Member Agreement.
2. Applicant, by signing this Application, represents that the information herein is a complete, true and correct statement of Applicant’s organization. Applicant agrees to disclose immediately to the NVEC Executive Director any changes affecting Applicant’s representation that it meets the requirements of membership.
3. Applicant agrees that the NVEC Executive Committee has the right to accept or reject Applicant in its sole discretion if such Committee determines that Applicant does or does not meet the membership requirements contained in this Application, the Ordnance Technology Base Agreement and the Consortium Member Agreement. The Committee will notify Applicant within a reasonable time of Applicant’s membership status, and if Applicant is rejected for membership, the reason for the rejection.
4. Is applicant a United States owned Company?

Yes\_\_\_ No\_\_\_

If Yes, Answer question 4A below. If No, applicant must attach a letter from the Defense Security Service verifying that it has an approved plan or special security agreement for negating or mitigating the risk of foreign ownership, control or influence. In this case, membership can only be granted with concurrence of the DOTC Program Office.

- 4.A. Is applicant operating under Foreign Influence, Ownership or Control (FOCI)?

Yes\_\_\_ No\_\_\_

If Yes, applicant must attach a letter from the Defense Security Service verifying that it has an approved plan or special security agreement for negating or mitigating the risk of foreign ownership, control or influence. *A U.S. company is considered under FOCI whenever a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company in a manner which may result in unauthorized access to [export controlled information,] classified information or may adversely affect the performance of classified contracts. National Industrial Security Program Manual (DoD 5220.22-M, Para. 2-300a.).*

5. Applicant agrees to provide proof of the required facility and personnel clearance prior to award of any classified project activity.

6. Applicant represents that it is eligible to contract with the United States Government, i.e., Applicant is not debarred or suspended by the United States Government.

7. Applicant represents the following:

- a. It has an interest in the research and development of warheads and energetics technology,
- b. It is capable of making a technical contribution to the advancement of warheads and energetics technology,
- c. It is willing to be an advocate of the NWEC objectives as they are defined in the Other Transaction Agreement and the Consortium Member Agreement.

8. Applicant agrees that it will participate in semi-annual NWEC meetings of the General Membership, those committees and/or subcommittees to which it may be nominated and elected to serve on, and those committees and/or subcommittees to which it will voluntarily provide representation as indicated herein.

9. Applicant understands that as a member of NWEC, it may be necessary for Applicant to make some resource contribution (i.e., cash, in-kind, etc.) if Applicant determines such contribution serves the best interests of Applicant and the Government.

10. Applicant's legal corporate/organization name:

\_\_\_\_\_

11. Applicant DUNS Number: \_\_\_\_\_

12. Address of Applicant's principal offices:

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

13. Applicant's designated contact name (and address if different from above):

Name \_\_\_\_\_ Work Phone \_\_\_\_\_

Street Address \_\_\_\_\_ Work Fax \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Work Email \_\_\_\_\_

14. Are you currently a "Non-traditional Defense Contractor" (A business unit that has not, for a period of at least one year prior to the date of this application, entered into or performed on: (1) any procurement contract that is subject to full coverage under the cost accounting standards or (2) any FAR based procurement contract in excess of \$500,000)? (For additional information, please contact the Consortium Management Firm)

\_\_\_\_ Yes      \_\_\_\_ No

15. Applicant is a (check one):

Parent Corporation \_\_\_\_\_ Academic Institution \_\_\_\_\_ Minority Owned Business \_\_\_\_\_  
Subsidiary \_\_\_\_\_ Not-For-Profit \_\_\_\_\_ Small Business \_\_\_\_\_  
Division \_\_\_\_\_ Non-Profit \_\_\_\_\_ Woman Owned Business \_\_\_\_\_

16. Provide below a brief description of the nature of Applicant's business as it may apply to research and development in the field of warheads and energetics technology:

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17. Describe below Applicant's current research and development plans and capabilities that may be applicable to warheads and energetics technology:

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18. Check those Committees and/or Subcommittees upon which Applicant will serve if nominated and elected:

Executive Committee \_\_\_\_\_ Bus Development Committee \_\_\_\_\_  
Technology Committee \_\_\_\_\_

19. Check those Subcommittees upon which Applicant will voluntarily provide representation:

Explosives Subcommittee \_\_\_\_\_ Warheads Subcommittee \_\_\_\_\_  
Enabling Technologies Subcommittee \_\_\_\_\_ Fuze/Sensors Subcommittee \_\_\_\_\_  
Insensitive Munitions Subcommittee \_\_\_\_\_ Demilitarization Subcommittee \_\_\_\_\_  
Propellants Subcommittee \_\_\_\_\_ Ordnance Protection and Survivability \_\_\_\_\_  
Pyrotechnics Subcommittee \_\_\_\_\_

20. Applicant acknowledges that it has read and understands the application form, the Other Transaction Base Agreement, and the Consortium Member Agreement, to which the applicant agrees to meet its obligation, in its entirety, and is undertaking and has caused this Application to be signed by its duly authorized representative on the date set forth below:

Applicant Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Please visit [www.nwec-dotc.org](http://www.nwec-dotc.org) for specific instructions on how and where to submit this application.**

[Insert NWECE Executive Director Contact  
Information Here]

[Insert Consortium Management Firm  
Contact Information Here]

**Note: An online version of this form may be used in place of the paper version shown here**