



June 12, 2018

Request for Proposal (RFP) No.: Under Prime Contract No. W911SR-15-2-0001
Title: AEOP Program Announcement: Junior Science and Humanities Symposium (JSHS)

1. Battelle Memorial Institute (Battelle) hereby requests written proposal submissions based on the Statement of Work located at Attachment No. 1.

2. **Type of Agreement:** A Subcontract agreement on a Cost Reimbursement basis is anticipated.

2a. If Offeror intends to propose Lower-Tier Subcontractors which shall receive a compensation form under any type of flexibly priced Subcontract term such as Cost-Reimbursement (Including such types as Cost Plus Fixed Fee; Cost Plus Incentive Fee, Cost Plus Award, Time and Materials, or Fixed Price Redetermination), Subcontractor shall provide the following as a part of their proposal:

Name of Subcontractor	Type of Subcontract
1) _____	_____
2) _____	_____
3) _____	_____

3. **Period of Performance.**

The anticipated award of the subcontract is September 10, 2018 with an anticipated period of performance beginning October 1, 2018 with the potential to extend through September 30, 2023. The award is anticipated to be an award of one Base year, plus 4 Option years.

4. **Award.** Any effort expended and any costs or expenses incurred by the Offeror as a result of this RFP shall be the sole responsibility of the Offeror. There is no obligation for Battelle to cover any Offeror costs incurred as a result of this RFP.

Evaluation Criteria and Award and Basis of Award: The subcontract resulting from this RFP will be awarded to the responsible offeror(s) whose offer conforms to this solicitation and is most advantageous to Battelle and its client, cost or other factors considered.

The following evaluation factors and sub-factors and respective weightings shall be used to determine the “best value” to Battelle and its client.

- a) Technical Evaluation (70%)
 - i. Technical Approach
 - ii. Management Approach
 - iii. Credentials
 - iv. Past Performance

- b) Cost Evaluation (30%)
a. Please reference Attachment 1 Section IX

The subcontract resulting from this RFP will be awarded to the responsible offeror(s) whose offer conforms to this RFP and represents the best value to Battelle and its client.

5. **Technical/Management Approach.** As part of Offeror's proposal, please provide a description of Offeror's technical and management approach for carrying out the requirements of the Statement of Work.
6. **Cost/Price Submittal Requirements.** The detailed information requested in Attachment No.2, Cost Proposal Instructions, shall be submitted as part of the Offeror's proposal/quote. Please note that Offeror's cost proposal shall be subject to the applicable FAR principles related to cost or pricing data.
7. **Terms and Conditions.** The Terms and Conditions as set forth in Attachments No.3 and No.5-10 shall apply to any award that is the result of this solicitation. Any exceptions or deviations taken to the terms and conditions must be noted in the proposal. **Note: Significant changes to the terms may result in the offeror as being non-responsive.**
8. **Certified Cost or Pricing.** In the case of inadequate price competition, and if the Offeror's proposal/quotation is expected to exceed \$750,000 a Certificate of Cost or Pricing Data may be required at the conclusion of negotiations.
9. **Validity Date.** Offeror's proposal must remain valid for 180 days from the date of submission of the proposal and must be so stated in Offeror's proposal.
10. **Certifications/Questionnaires.** As part of Offeror's proposal and before any award may be made, the following certifications must be completed:
 - Representations, Certifications and Other Statements of Offeror, Attachment No.4
 - Conflict of Interest Certification, Attachment No.5
 - Ethics Certification, Attachment No.6

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (FAR 52.203-11)

- a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- c) (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

- d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, for each such failure.
- f) (End of Provision)

If your organization is a small business please visit Battelle's Office of Supplier Diversity (OSD) website http://www.battelle.org/productscontracts/small_business/index.aspx for information on becoming registered with Battelle . If you have specific questions regarding the registration process or doing business with Battelle, please contact the OSD at 614.424.4900.

- 11. **Technical and/or Contractual Inquiries:** Any technical and/or contractual inquiries relative to this RFP should be directed, in writing, to Battelle through the attention of the cognizant Subcontract point of contact no later than 5 PM (EST) on Friday June 22, 2018. Please note that the Subcontract point of contact is the only individual authorized to legally commit Battelle to the expenditure of funds related to this RFP/RFQ.

Proposal Submission. Offeror's proposal and supporting information must be received by the undersigned no later than 5 PM (EST) on Friday July 27, 2018 submitted electronically at www.usaeop.com/JSHSRFP

- 12. **Gratuities:** By acknowledgement of response to this RFP, the Offeror hereby certifies that no gratuities were offered by the Offeror or solicited by any Battelle employee either directly or indirectly. Any situation where a gratuity is solicited should be reported immediately to the Office of General Counsel.
- 13. **Technical and/or Contractual Inquiries.** Any technical and/or contractual inquiries relative to this RFP should be directed to Battelle through the attention of the cognizant Subcontracting Representative or Project Manager as follows. Please note that the Subcontracting Representative is the only individual authorized to legally commit Battelle to the expenditure of funds related to this RFP.

Contractual
Brian Panoff
Phone: 614.424.6525
Email: panoffb@battelle.org

Technical
David Burns
Phone: 614.424.5187
Email: burnsd@battelle.org

Your consideration regarding a response to this solicitation is appreciated.

Sincerely,

Brian Panoff
Sr. Contracts Manager

Enclosures:

Attachment 1, Statement of Work
Attachment 2, Cost Proposal Instructions/Requirements
Attachment 3, Battelle Standard Terms and Conditions
Attachment 4, Representations and Certifications
Attachment 5, Organizational Conflict of Interest Certification
Attachment 6, Ethics Certification
Attachment 7, US Government Requirements
Attachment 8, Background Check Guidance
Attachment 9, Personal Identifiable Information Policy
Attachment 10, Articles of Collaboration

STATEMENT OF WORK

Program Announcement: Junior Science and Humanities Symposium (JSHS)

I. PURPOSE: On behalf of the Army Educational Outreach Program (AEOP) Consortium formed by the AEOP cooperative agreement (CA) award W911SR1520001, Battelle as the lead organization (LO) on the award is seeking an experienced partner and provider in the world of high-caliber, scientific symposia to execute the U.S. Army, Navy, and Air Force high school STEM research competition – Junior Science and Humanities Symposium (JSHS). The AEOP CA was awarded to Battelle in September 2015 for up to 10 years of period of performance.

The purpose of this JSHS program announcement is to solicit applications for a single-award to a recipient, who will carry out the execution and meet the requirements of the Tri-Service JSHS program as part of a Consortium of partners formed by the AEOP CA award on behalf of the U.S. Department of Defense (DoD) and executed by the U.S. Department of the Army. The recipient will be referred to as the JSHS Individual Program Administrator (IPA). The AEOP portfolio of STEM initiatives from K through Undergraduate, including JSHS, helps address the Nation’s need for a diverse, agile and highly competent science, technology, engineering, and mathematics (STEM) literate talent pool. Through the AEOP CA award, the DoD envisions the government to work with the JSHS IPA as part of the AEOP consortium of organizations to collaboratively advance DoD sponsored STEM education and outreach programs, under a shared mission and vision, that are conducted across the United States, Puerto Rico, as well as DoD locations in Europe and the Pacific. Participation in JSHS and all AEOP opportunities are free for all selected teacher and student participants. To be eligible to participate in JSHS, students must be current U.S. Citizens or U.S. Permanent Legal Residents.

II. PROGRAM OVERVIEW: The Tri-Service JSHS program is recognized as a high-caliber, scientific symposia with the unique goal of facilitating students’ ability to communicate their research and defend it to a panel of judges and peers.

Background: The JSHS was established by the U.S. Army in 1958 as a localized science symposium to encourage high school students to conduct original research and provide a forum for students to present their projects, network with their peers, and interact with scientists and engineers from Army, Navy, Air Force and academia. In 1962, the first National JSHS was held and for the 33 years following, the U.S. Army worked to expand the number of states/regional symposia. In 1995/1996, the U.S. Navy and U.S. Air Force joined with the U.S. Army to expand the reach of the JSHS program further, provide substantial scholarship awards, and change the program from an Army-focused initiative to a Tri-Service partnership.

Today, JSHS is a collaborative effort between the research arm of the Department of Defense (DoD) and nationwide colleges and universities. JSHS aims to meet the following objectives for its participants at both the regional and national level:

- Participate in a forum honoring individual achievement in STEM;

- Qualify for significant scholarships and other recognition;
- Network to enrich understanding of STEM pursuits beyond high school;
- Advance in statewide, regional, and national symposia;
- Develop skills to help prepare for undergraduate and graduate pursuits -- skills in the application of science content to solve a problem or to gain new knowledge, writing a paper, and communicating results.

There are several components to the JSHS which include Regional competitions (R-JSHS) that are currently executed in 47 regions by a university, or other approved educational institutions, partners. While R-JSHS are afforded significant flexibility, some of the key components are:

JSHS Competition Categories: Students are recognized annually and provided scholarship awards in each of the eight current JSHS categories:

1. Biomedical Sciences
2. Chemistry (including geochemistry, energy-alternative fuels, material science)
3. Engineering and Technology
4. Environmental Science
5. Life Sciences
6. Medicine & Health / Behavioral Sciences
7. Mathematics & Computer Science, Computer Engineering, Cybersecurity
8. Physical Sciences, including Physics, Astronomy

Regional JSHS. Each regional symposium is administered by a university or another approved educational institution. These scientific meetings are conducted from December through April of each program cycle. Teachers, university researchers, and representatives from the Tri-Services attend as mentors, judges, and guest speakers. Regional JSHS symposia select five students from each region as finalists to compete at the National JSHS Competition for additional scholarships awards.

National JSHS. The national symposium is typically held during the last week of April or the first week of May for 4-5 days (including travel). The National JSHS (NJSHS) planning committee, consisting of representatives from the Tri-Services and the IPA decides the geographical locations/venues for the national competition. Five students and one Director/designated representative from each region (approximately 300 attendees) are selected to attend NJSHS. National symposia include both the formal scholarship competition through oral as well as the research poster presentations.

III. EVALUATION AND ASSESSMENTS: Through its partnership with Purdue University’s College of Education, AEOP conducts comprehensive annual evaluations and assessments of its portfolio of programs to measure program impact in near and long-term. In the 2016-17 program, AEOP had 32,947 youth program participants, of which, 5,577 participated in JSHS. JSHS received 8,663 student applications from across 47 regional sites. Over 75% of students reported medium or large gains in their STEM knowledge, including their in-depth knowledge of a STEM topic (80%) and knowledge of how scientists and engineers work on real problems in STEM (79%). The majority of students strongly agreed or agreed to statements about DoD researchers such as “DoD researchers solve real-world problems” (78%); “DoD research is valuable to society” (67%); and that “DoD researchers advance science and engineering fields (79%). While only about 51% of regional JSHS students

indicated that they learned of at least one DoD STEM jobs/career, 100% of national JSHS students did. Additionally, about 81% of JSHS students that participated in program evaluations reported gains in all areas of 21st Century Skills¹. Annual AEOP evaluation reports are publically available at <https://www.usaeop.com/about/our-impact/>.

IV. DoD and Stakeholder Priorities and Core Objectives

JSHS is unique in the program portfolio in that it has substantial investment and coordination requirements on behalf of the DoD stakeholders (currently Army, Navy, and Air Force) as well as 47 unique academic institutions. Continued interest and sustainable engagement from all stakeholders are a critical element to the quality and success of JSHS. The selected partner must coordinate the interests and requirement from each stakeholder to have a cohesive and mutually beneficial relationship that facilitates continued engagement from all stakeholders. Some key guiding principles from each of the current stakeholders are:

Army: The Army continues its long tradition and strong commitment to the advancement of STEM education and literacy through AEOP. The Army's STEM education investments are tied to direct ways in which Army assets can be utilized to contribute to shortening the STEM education gap. The Army's three main priorities are:

- 1) *STEM literate Citizenry: Broaden, deepen, and diversify the pool of STEM talent in support of our defense industrial base²;*
- 2) *STEM Savvy Educators: Support and empower educators with unique Army research and technology resources; and*
- 3) *Develop and implement a cohesive, coordinated, and sustainable STEM outreach infrastructure across the Army.*

The Army has a robust mechanism to support program sustainment. While these are shared across the agencies, for the purposes of JSHS, they should be communicated as a DoD-wide priority. Detailed core objectives supporting the Army's three main priorities can be found in the Appendix.

Navy: The Department of the Navy's focus on STEM is threefold: (1) to inspire, engage, and educate the next generation of scientists and engineers; (2) to employ, retain, and develop Navy's civilian and uniformed technical workforce; and (3) to collaborate across the Naval STEM enterprise and with other agencies to maximize benefits to the Navy, DoD, and to the Nation.

Air Force: The Air Force recognizes there is a critical need for STEM talent, and works with partners in academia, industry and other DoD agencies to efficiently and effectively improve K-12 STEM literacy. In addition to encouraging high caliber research, the Air Force is focused on ensuring program efforts are made and evaluated by its ability to understand and communicate impact of the following priorities:

- 1) *Developing a diverse and inclusive STEM work force.*
- 2) *Fostering an inclusive environment for the benefit of all.*
- 3) *Aligning strategic outreach efforts to attract a broad talent pool.*
- 4) *Recruiting from all segments of society.*
- 5) *Developing and mentoring individuals.*

¹ Partnership for 21st Century Learning: P21 Framework Definitions, May 2015. www.p21.org

² The Defense Industrial Base is defined as the Department of Defense (DoD), government, and private sector (industry and academia) worldwide industrial complex with capabilities to perform research and development of DoD technology.

6) *Examining attrition factors for under-represented groups.*

University Host Sites and Regional Directors: The university host sites and regional directors are the backbone of the JSBS program. While regional JSBS host sites have varying institutional goals, their involvement in JSBS focuses on inspiring students to conduct original research, as well as honoring and rewarding student achievements in their scientific research.

V. OVERVIEW OF ROLES AND RESPONSIBILITIES: JSBS is a high impact program with multiple engaged stakeholders that play a critical part of the program execution. Outlined below is a brief overview of the various roles and responsibilities from each stakeholder.

- a) DoD Agencies
 - i. Each DoD Agency will provide a primary point of contact that will play a crucial role in providing oversight and direction, through the Cooperative Agreement Manager, on all aspects of the DoD representation at regional and national events.
 - ii. Each agency will provide budget support and oversight for the execution of JSBS annually.
 - iii. Each agency POC will serve as a liaison for their service to ensure the program and critical needs of the agency they represent is communicated to their leadership, their community, and to the JSBS community.
 - iv. Each agency will engage in speaker selection for the national event and solicit DoD engagement as judges, workshop leaders, career round tables, and event support.
- b) Universities & Regional Directors
 - i. Universities provide full management and support to a regional community in support of JSBS.
 - ii. Engaged universities will provide a primary POC that serves as the Regional Director for the outlined regions.
 - iii. Each Regional Director will conduct outreach to student and teachers to facilitate, develop, encourage and reward original research in their region.
 - iv. With the support of the JSBS IPA, each regional director will ensure the integrity of the competition, adherence of the competition rules and policies, and safety of the participants.
- c) Teachers & Academic Mentors
 - i. Teachers and mentors will provide sound advice on the research protocols, assist on the development of student research, adhere to research policies and guidelines, and chaperone at national JSBS when necessary.
- d) Students
 - i. Students are to conduct their own original research, submit a written report of the completed research, submit a “Statement on Outside Assistance” stating the students’ role in conducting their research and any assistance received, complete registration and/or application materials, and comply with regional and national rules and policies.
 - ii. Conduct themselves in a manner that will contribute to a sense of community among participants and foster an atmosphere of mutual respect for peers, contributing researchers, chaperones, and staff.
- e) Chaperones

- i. Chaperones are responsible for the safety and security of students at regional and national competitions including maintaining a list of contact, health and emergency information for all students, ensuring students contribute to a successful symposia, and encouraging interaction between students, researchers, and volunteers.
- f) Cooperative Agreement Partners
 - i. See fundamental elements of the AEOP CA Award
- g) Program Provider
 - i. Coordinate among all program stakeholders
 - ii. Support Regional Symposia through the centralized website and tools.
 - iii. Plan all engagement and logistics of the National JSHS.

VI. FUNDAMENTAL ELEMENTS OF THE AEOP COOPERATIVE AGREEMENT AWARD

To meet all stakeholders’ priorities and core objectives, Battelle’s Consortium of partners under the AEOP CA award are charged with strategically working together to implement several strategies, which include but are not limited to:

- Using the expertise of a marketing organization to further study and continue to develop and implement an overarching marketing strategy that synergizes all of AEOP;
- Seamlessly integrate program components in a way that is most conducive to collaboration, maximizes the expertise of all Consortium members, and effectively achieves the core objectives established by the Army;
- Ensuring DoD presence and visibility at all major AEOP events and within program elements;
- A cohesive and coordinated website and application portal supporting all programs
- Develop plans for data collection, evaluations and assessment to measure the effectiveness of the CA and impact of AEOP programs, particularly with respect to the core objectives and informed by federal STEM education reporting requirements.

AEOP / Consortium-wide Efforts		
1.	Consortium / CA Management	
2.	Program Evaluations: Data Collection, Assessment/Analysis and Reports	
3.	Marketing and Communications	
4.	AEOP Alumni Management	
5.	Strategic Outreach Initiatives	
Individual AEOP Program Management		
Apprenticeship Programs	STEM Enrichment Activities	Competitions
6. AEOP Apprenticeship Management - Science and Engineering Apprenticeship Program (SEAP) - College Qualified Leaders (CQL) - High School Apprenticeship	7. Gains in the Education of Math and Science (GEMS) <i>* Camp Invention Initiative</i>	10. Junior Solar Sprint (JSS)

Program (HSAP) - Undergraduate Apprenticeship Program (URAP) - Research and Engineering Apprenticeship Program (REAP)	8. Unite	11. eCYBERMISSION (eCM)
	9. Research Experience for STEM Educators and Teachers (RESET)	12. Junior Science & Humanities Symposium

CURRENT AEOP CONSORTIUM PARTNERS:

- Battelle: Lead Organization (LO), Consortium Management and Strategic Outreach Initiative (for more info on SOI - <http://www.usaeop.com/aeop-strategic-outreach-initiatives-rfi/>)
- Purdue University: Program Evaluation (Evaluation reports available at <https://www.usaeop.com/about/our-impact/>)
- Widmeyer Communications: Marketing and Communications
- Metriks Amerique: AEOP Alumni Management (<http://www.usaeop.com/alumni/>)
- Academy of Applied Science: Apprenticeship Management and JSHS
- National Science Teachers Association: GEMS/Camp Invention Initiative and eCYBERMISSION
- Technology Student Association: Unite and Junior Solar Sprint
- Tennessee Technology University: RESET
- U.S. Army Research Development and Engineering Command on behalf of the Army Science and Technology community and the Tri-Services (Cooperative Agreement Manager – CAM)

VII. JSHS PROGRAM REQUIREMENTS

The solicitation is seeking a partner to be the individual program administrator (IPA) of the JSHS program which includes a strong supporting partnership with the academic institutions that run the regional JSHS symposia, as well as coordinating with the Army, Navy, and Air Force designated POCs (Service POCs) in the planning, coordination, and execution of the National JSHS. The recipient is directly responsible for the following:

Tasks:

- a) Coordinate with AEOP Cooperative Agreement Managers (CAMs), Service POCs and Lead Organization (LO) to conduct informed programming based on historical program data, the annual process of program plan, year-end program report, and program evaluations. The JSHS IPA will receive coordinated feedback from the CAM on the Annual Program Plan. Current program sites are listed on AEOP website at www.usaeop.com.
- b) Perform sound fiscal management and accounting of JSHS annual funding. This includes a thorough analysis of total program costs to be captured in the annual budget process and year-end program reports. Develop and maintain a system to track all JSHS scholarship disbursements and annual program budget projections and execution. Provide detailed accounting and disbursement of R-JSHS funding, detailed accounting of expenses

supporting national events, and communicating anticipated costs in advance of 4 years to request and secure additional funding/support for the out years.

- c) Utilize and update centralized application for the overall program (regional JSBS symposia as well as National JSBS) in cooperation with the AEOP CA lead organization to capture all program participation. All JSBS participants register within the centralized application. JSBS projected benchmarks for the next 5-year period of performance are as listed below (the DoD reserves the right to make adjustments to benchmarks at any time during the period of performance based on budget approval and DoD prioritization):

JSHS	Year 1 2019	Year 2 2020	Year 3 2021	Year 4 2022	Year 5 2023
Student Participation	5,810	5,925	6,050	6,225	6,410
Teacher Participation	1,070	1,090	1,115	1,150	1,185
School Participation	1,115	1,130	1,150	1,175	1,210
# of Regional Sites	48	48	48	48	48
% of Title I Schools	22%	24%	26%	28%	30%
% of participating students from underserved³ populations	18%	20%	22%	24%	26%
% of participants' awareness of DoD STEM careers	65%	68%	71%	74%	77%
% of participants' awareness of DoD STEM opportunities	70%	73%	76%	79%	82%
Benchmarks listed above are calculated based on the number of survey participants that participated in annual program evaluations and meet the specific criteria, in addition to data collected from centralized application tool.					

- d) Coordinate with the AEOP Consortium's Evaluations IPA (Purdue University) to plan for, and to support the execution of JSBS program evaluation efforts at regional and national JSBS. Develop strategies in encouraging regional JSBS participants to participate in evaluation efforts to include completion of evaluation surveys, participation in evaluation focus groups, and participation in 21st Century Skills Assessment. Provide periodic feedback to program evaluations IPA to identify ways to streamline evaluation efforts.
- e) In coordination with the Service POCs, develop a plan to promote DoD STEM opportunities at regional and national JSBS symposia to include the Tri-Service respective research apprenticeship/internship opportunities at secondary and post-

³ AEOP's definition of underserved includes at least two of the following: low-income students; students belonging to race and ethnic minorities that are historically underrepresented in STEM; students with disabilities; students with English as a second language; first-generation college students; students in rural, frontier, or other federally targeted outreach schools; females in certain STEM fields (e.g. physical science, computer science, mathematics, or engineering)

secondary levels, as well as scholarships.

- f) Plan and execute National JSHS in coordination with the CAM and Service POCs.
 - i. Plan and execute a comprehensive RFP for venue selection of the National JSHS to ensure DoD's investment is maximized while meeting event and program objectives. The Tri-Service committee will provide possible geographical areas to the JSHS IPA 5 years out. The JSHS IPA will be responsible for identifying and recommending possible venues for NJSHS. Approval of venue selection will be provided by the CAM on behalf of the Tri-Service.
 - ii. Capture an accurate accounting of all associated NJSHS costs in providing venue recommendations to the Service POCs. Exercise due diligence in maximizing approved national JSHS budget.
 - iii. National JSHS requirements include the coordination of all planning meetings of the JSHS Committee to include Service POCs, oral presentations, poster sessions, general session speakers and additional educational activities during the National Symposium; recipient is responsible for communicating instructions, expectations, and guidelines to all program participants, coordinating transportation and lodging for program participants, handling on-site logistics and staffing, developing and printing of program materials, updating content on the event app, and ensuring the seamless execution of National JSHS.
 - iv. The recipient will work with the CAM and Service POCs in ensuring safety and security assessments, as well as protocols are in place for National JSHS.
 - v. The recipient will work with the CAM and Service POCs in ensuring that a coordinated and comprehensive media plan is developed well in advance to include synchronized messaging.
 - vi. Facilitate a streamlined event planning effort that includes administrative efforts to minimize costs by advanced planning and coordination, an established mechanism to ensure fair and open competition that meets the high quality standards of the event and the government budget requirements, utilizes travel partnerships to facilitate seamless travel and cost savings.
 - vii. Facilitate modern technological advances to engage students, recognize their success, and promote the program nationally.
 - viii. Develop and foster strong relationships with partner organizations to engage students from traditionally underserved communities and provide support to help successful engagement in the program.
 - ix. Annually update the JSHS APP used for national JSHS to capture all participants' bios, research abstracts, schedules of events, locations, etc.
 - x. In coordination with the Service POCs, develop a plan to integrate teachers attending national JSHS into overall program (example: teacher workshops)

- g) Oversee the planning and execution of regional JSHS symposia
 - i. Develop a strategy to establish or strengthen relationships with partner academic institutions. Facilitate a strong, mutually beneficial relationship, between the regional symposia sites and the DoD.
 - ii. Conduct periodic RFP to select academic institutions that have the resources, expertise, and experience to organize and administer regional JSHS symposia (scientific symposia for high school students and teachers). The JSHS IPA will

- coordinate with the LO and CAM during the RFP, selection, and award process.
- iii. Provide the necessary training and support to new regional symposia directors. Provide regional directors informational awareness on other DoD STEM opportunities and careers. Provide supporting materials as necessary.
- iv. Assist regional JSHS institutions in meeting the overall program requirements, to include centralized online application, program evaluations, as well as synchronized communications efforts.
- v. Ensure that costs proposed by selected academic institutions are commensurate with the effort to be performed.
- vi. Ensure student safety measures are practiced and implemented at all times from regional symposia engagement, to travel in support of the regional and national JSHS, to national JSHS engagement.
- vii. Facilitate program recommendations that leverage industry best practices and lessons learned across STEM education processes and STEM competitions.
- viii. Work to ensure the program is 508 compliant and includes efforts to facilitate successful engagement of students with disabilities.
- ix. Facilitate a strong relationship with schools that serve military families both stateside and overseas. Coordinate with Service POCs to develop a strategy in assisting DoDEA schools in the implementation of JSHS, and support its execution.
- x. Coordinate with regional JSHS directors on the following tasks:
 - a. Conduct outreach to a diverse audience of 9-12 grade high school students to participate in regional JSHS symposia. Maximize representation from underserved populations.
 - b. Develop and disseminate informational materials to promote national JSHS, as well as other DoD STEM opportunities.
 - c. Invite and solicit researchers from academia and DoD to support regional JSHS symposia (e.g. as judges and in other volunteer capacities). Provide necessary training and support of judges on their roles and responsibilities prior to symposium.
 - d. Coordinate with Service POCs to integrate (local and/or virtual) DoD Science & Technology resources into the regional JSHS programming to create awareness of and inspiration for STEM opportunities and career pathways across the Defense Industrial Base.
 - e. Ensure that all Regional participant data are captured under the centralized application..

- h) Administer the scholarship program for the regional and national JSHS programs.
 - i. Establish robust tracking system for maintenance, distribution, and reporting of JSHS Scholarship awards.
 - ii. Develop a distribution plan for student scholarships. Current structure includes 144 scholarships at the regional level at \$4,500 for each region, totaling \$216,000. Distribution of \$4,500 regional scholarships are 1st place \$2000, 2nd place \$1,500, and 3rd place \$1,000. There are currently 24 scholarships provided at the national level totaling \$192,000, with eight 1st place awards of \$12,000, 2nd place awards of \$8,000, and 3rd place awards of \$4,000. In total, annual scholarship amounts are anticipated to be approximately \$408,000.

- iii. Scholarship awards to underclassmen must be deposited into a non-dividend bearing account until awarded.
 - iv. Establish a process to determine eligibility of students receiving scholarships and process the payment of each scholarship to the student's chosen institution; include information about other DoD STEM opportunities in the award package.
 - v. The current scholarship award amounts and distribution schedule cannot be modified without written approval from the CAM.
- i) Ensure JSHS content on the centralized AEOP website and application is updated with accurate, timely JSHS information. Adhere to AEOP/DoD marketing and branding guidelines and synchronize JSHS communications efforts with AEOP communications efforts in cooperation with AEOP CA LO; keep a repository of JSHS alumni and success stories to help communicate the value and impact of JSHS, as well as maintaining alumni engagement in regional and national JSHS events. Develop, advertise and distribute JSHS program materials.
 - j) Establish a JSHS Advisory Council, which could consist of a sampling of Regional JSHS Directors, a sampling of high school teachers involved in JSHS, a representative from JSHS Alumni, and one representative from each of the three sponsoring military Services. Conduct regular council meetings to provide a forum for open communication between the JSHS regions, the recipient, and the Services, to increase collaboration and communication across regions, to improve the quality and impact of JSHS, and to facilitate program progress and improvement.
 - k) Administer the Teachers' Award/School Award Program to recognize the efforts of one teacher/school at each JSHS regional symposium for their contributions to STEM education. Winning teachers/schools currently receive a \$500 award alongside official letters of recognition from the awards may be used to supplement the costs of their attendance at National Symposium, if they are not already the designated representative.
 - l) Support the Department of Education's Presidential Scholars Program, which was established in 1964 by executive order of the President (Executive Order 11155), to recognize and honor up to 141 of our nation's most distinguished graduating high school seniors. The JSHS IPA will solicit and compile student nominations from JSHS Regional Directors, Mentors, and Teachers. In coordination with the Services, the recipient will review, prioritize, and recommend students who have demonstrated significant initiative, persistence and accomplishments in STEM despite barriers, hurdles to success and/or limited access to resources. Persistence, problem solving, level of effort and leadership characteristics are given higher weight than technical proficiency. This award should recognize students beyond the traditional scientific evaluation process to ensure a process of high quality recognition of students that demonstrate leadership capabilities along with a strong academic baseline. Currently, JSHS is provided 40 slots to be nominated for application/award consideration.
 - m) The recipient will conduct periodic research on programs similar/beneficial to JSHS and develop a plan to establish partnerships with like-minded organizations/programs.

- n) The JSHS IPA will work with AEOP CA LO in leveraging AEOP's strategic outreach initiative effort to reach underserved populations.

Deliverables:

- a) Annual Deliverables
 - i. JSHS Annual Program Plan (APP) as part of overall AEOP APP. The Consortium will submit one compiled APP. (*September*)
 - ii. JSHS Annual Program Review (APR) as part of overall AEOP APR. The Consortium will submit one compiled APR. (*September/October*)
 - iii. Annual Program Review Presentation. (*September*)
 - iv. Annual Program Evaluation Content
 - v. National JSHS budget proposal to include comprehensive cost analysis of possible venues with a minimum of three recommendations for each year. (*August*)
 - vi. Annual report of regional and national scholarship recipients (to include college info and declared STEM major)
 - vii. Annual program timeline and budget break-down by cost element for JSHS.
 - viii. Quarterly financial cost projection vs. actual expenditures
 - ix. Quarterly performance report
 - x. Monthly invoice
 - xi. Annual financial report
 - xii. Regional JSHS RFP Announcement.
 - xiii. Consolidation and submission of JSHS abstracts for inclusion in the AEOP Abstract Book. (*August/September*)
 - xiv. Establishment/revision of centralized application shells. (*October*)
 - xv. Annual Presidential Scholar Nominees (November)
 - xvi. Submission of program specific content in support of AEOP's communication strategy

- b) Additional Deliverables
 - i. Payment of JSHS scholarships to program participants
 - ii. Submission of JSHS content in support AEOP's communications strategy
 - iii. Regular JSHS website updates

VIII. PROGRAM TRANSITION

The current period of performance will end 30 September 2018. Battelle intends to award this solicitation by 10 September 2018 (or earlier), to allow a transitional period. Upon award, the recipient will work immediately with the LO, CAM, the Service POCs, and regional directors to develop a transition plan with existing JSHS IPA to include transfer of any intellectual and physical properties (if necessary). The LO will facilitate the transition from current JSHS IPA to new Consortium Member/JSHS IPA if necessary.

Specific items to be transitioned upon award:

- a) Updated scholarship funds distribution, to include any pending scholarship awards, as well as historical scholarship program records.

- b) Domain ownership to www.jshs.org.
- c) JSHS social media accounts administrative rights.
- d) JSHS admin account access to Cvent and Basecamp.
- e) JSHS IT equipment.
- f) Existing agreements/sub-contracts with vendors as necessary.
- g) Historical program records.

IX. FUNDING

This PA is subject to the availability of funds. The PA has historically been funded at the estimated funding level of \$2,000,000 per year. Offerors are encouraged to provide innovative approaches to meet all requirements of this PA at a lower cost to the Government. In addition, consideration will be given to Offerors who provide approaches that exceed the minimum requirements stated herein, even if additional funding would be necessary. Offerors are encouraged, if interested, to submit a base cost estimate to meet the needs described herein, plus optional efforts to increase program impact with separate costs estimates for those options. The evaluation committee will weigh the additional cost versus additional benefits proposed by Offeror. The U.S. Army has submitted the requisite documents to request funding for the period covered by the AEOP CA; however, applicants are reminded that this request is subject to Presidential, Congressional and Departmental approval.

For historical context, annual fixed costs for this program have been approximately \$800,000 for the National JSHS Symposium, and \$402,000 for scholarships. Offerors are encouraged to read the publicly available AEOP Annual Report at <https://www.usaeop.com/about/our-impact/>.

The funding levels provided in the PA are for application preparation purposes only. The actual funding level of the cooperative agreement will be updated annually as part of the appropriation process.

- a) COST SHARE or MATCHING
 - i. Cost sharing or matching is not required to be responsive to this PA; however, it is encouraged. Cost sharing must clearly state how the funds will be used to meet AEOP's core objectives in support of its priorities. In order for cost sharing to be considered with an application, there must be a firm commitment by the organization for providing such.
- b) PROFIT/FEE
 - i. Profit/fee is not permitted under the cooperative agreement.
- c) Transition Costs
 - i. Battelle recognizes that transition / startup costs may be required. If so please itemize those costs separately for evaluation.

X. PROPOSAL REQUIREMENTS

Technical Component: The pages included in the Technical Component are to be numbered. Applicants are advised that the Technical Component **will not exceed 7 pages**, utilizing one side of the page, single spaced, and Times New Roman 12 pt font, 1 inch margins. Tables that extend beyond one page (fold out tables) will only count as one page. The application must include a discussion of the strategy and the implementation plan to be employed to advance the Army's STEM mission in support of AEOP priorities and core objectives. The application must also clearly:

- Address the requirements in each of the AEOP fundamental elements on this PA and how efforts pertaining to JSHS will lend to achieving AEOP's core objectives.
- Propose detailed activities to address 5-year projected benchmarks and reference which

AEOP priority (may be more than one) and core objectives are being addressed; provide evidence that the proposed activities are likely to result in advancing Army's STEM programs and in meeting/exceeding projected benchmarks.

- Highlight the Consortium's network and propose innovative activities to leverage the Consortium's reach in promoting AEOP opportunities to students especially those from U2 populations.

Collaboration Plan: Applicants are advised that the Collaboration Plan **will not exceed 2 pages utilizing one side of the page, single spaced, and Times New Roman 12 pt font., and one inch margins..** The application must include plans on how the applicant will collaborate with the Consortium within each fundamental element of this PA and across all of the AEOP. The application must describe the processes and tools to facilitate collaboration. The application must describe the strategy for collaborating with the Cooperative Agreement Managers (CAMs), Service representatives and Lead Organization (LO), to ensure the program is efficiently executed. The application must demonstrate flexibility in adjusting proposed activities to address any changes to the Army, DoD and/or Federal STEM Strategic Plans.

Cost Component. The pages included in the Cost Component will be numbered and the chapter does not have a page limitation. Cost Proposal must include a budget for the entire period of performance. The applicant must provide an annual budget breakdown by each fundamental element on this PA. The cost portion of the application will contain cost estimates sufficiently detailed for meaningful evaluation. Budget justification should also be attached in this chapter. For budget purposes, assume a performance start date of 1 September 2018. For all proposals, the elements of the budget should include:

- **Direct Labor** - Individual labor category or person, with associated labor hours and unburdened direct labor rates.
- **Indirect Costs** - Fringe benefits, overhead, G&A, etc. (must show base amount and rate). Justify.
- **Travel** - Number of trips, destination, duration, etc. Justify and include basis for costs.
- **Sub-award** - A cost proposal, as detailed in the applicant's cost proposal, will be required to be submitted by each proposed sub recipient.
- **Consultant** - Provide consultant agreement or other document that verifies the proposed loaded daily/hourly rate. Include a description of the nature of and the need for any consultant's participation. Provide budget justification.
- **Materials** - Specifically itemized with costs or estimated costs. An explanation of any estimating factors, including their derivation and application, will be provided. Include a brief description of the applicant's procurement method to be used (competition, engineering estimate, market survey, etc.)
- **Other Direct Costs** - Particularly any proposed items of equipment or facilities. Equipment and facilities generally must be furnished by the recipient (justifications must be provided when Government funding for such items is sought). Include a brief description of the applicant's procurement method to be used (competition, engineering estimate, market survey, etc.).

Biographical Sketches. Biographical sketches are to be limited to two (2) pages per individual, and only to key personnel. The application must include the names, biographies, and availability of key personnel who will be involved in overseeing the management of the program. The application is to demonstrate how the aggregate skills/expertise provides required breadth and depth to effectively meet program requirements and advance Army's STEM education goals in AEOP.

Bibliography and Reference Cited – Attach a listing of applicable publications cited in above sections.

Estimated Timeline :	
Solicitation Announcement	June 12, 2018
Opportunity Webinar	June 19, 2018 (details below, registration required)
Proposals Due	July 27, 2018
Notification of Award	September 10, 2018

Webinar Information:

JSHS RFP Informational Webinar

Tuesday, June 19, 2018

1:00 pm | Eastern Daylight Time (New York, GMT-04:00) | 1 hr 30 mins

Register at: <https://battelle.webex.com/battelle/j.php?RGID=r3d5df5268a70cefd18ebd6d308750f97>

XI. ELIGIBILITY INFORMATION

Through the AEOP CA, the government works with a consortium of organizations to collaboratively advance Army-sponsored STEM education and outreach programs conducted across the United States, Puerto Rico as well as DoD locations in Europe and the Pacific. All Consortium Members are expected to have significant involvement and input into the program. To be qualified, the potential Consortium Member must:

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

XII. PAST PERFORMANCE

This element will focus on previous or current efforts performed by the applicant that demonstrates the ability to successfully perform requirements similar to those outlined in the PA. The applicant must have demonstrated experience providing STEM outreach to U2 populations. The applicant shall include contact information (agency/company name, point of contact, telephone and facsimile numbers, e-mail address, etc.) as well as the project/contract/grant/agreement name and number of three (3) references that can verify and validate its ability to successfully perform the requirements in the PA. The applicant shall provide a brief description of its ongoing and previous Government Agreements/contracts during the past three (3) years, which are relevant to the effort required in this PA. Identify in specific detail for each contract/grant/agreement listed why or how the effort is relevant or similar to the effort required in this PA. Applicants shall discuss in detail corporate experience solving challenging problems similar to those that may arise with this program. Additionally, the past performance shall clearly demonstrate that it has successfully performed in the area(s) where they will have administrative management control. Applicants are encouraged to include information on performance problems encountered on identified contracts/grants/agreements and the corrective actions taken.

Applicants are advised that responses to the Past Performance section shall not exceed 2 pages utilizing one side of the page, single spaced, and Times New Roman 12 pt font., and one inch margins.

XIII. APPENDIX

- AEOP Articles of Collaboration
- AEOP Priorities and Core Objectives

COST PROPOSAL INSTRUCTIONS/REQUIREMENTS

Costing inputs should be provided in sufficient detail for Battelle and its client to complete a cost/price analysis to determine fair and reasonableness as per the prime contract requirements and applicable U.S. Government (“Government”) regulations and statutes. Your summary sheets shall use a template identical or similar to the attached. Please note that Offeror’s cost proposal shall be subject to the applicable FAR principles relating to cost and/or pricing data.

Additional instructions for the following basic elements of costs are applicable:

1. **Direct Labor:** Provide the following:
 - Hourly rates:** base hourly rates, overhead and fees are to be separately identified. If your proposed rates exceed more than one fiscal year and the labor rates will change then please provide a time-phased breakdown of labor rates and any escalation factors (refer to 8).
 - **List of the individuals or labor categories being proposed.**
 - **The number of hours per labor individual or labor category.**
 - **Total number of labor dollars proposed per individual/labor category.**
 - **Qualifications**
Provide a description of the qualifications, i.e. degree(s) and years of related experience (or a resume that includes the individual’s degree and years of related experience) for all individuals or labor categories proposed
2. **Materials, Equipment, Other Direct Cost:** Provide a consolidated price summary broken down by individual material quantities, description, etc. For travel, specifically breakout costs for each trip separately showing scheduled date, departure city, destination, number of people, duration, and number of trips.
If the Offeror’s material costs being proposed exceed \$3,500 please also provide a basis for pricing (i.e. vendor quotes, invoice prices, etc.) for any item exceeds \$3,500. Also provide any quotations received. Such quotations shall contain the item description, unit price, unit of measure, quantity and total price. Also, provide a description of Offeror’s purchasing system or methods—for example, how sources are selected, under what circumstances when quotes are obtained, what provisions are made to ensure quantity and other discounts, and how quotations are determined fair and reasonable. State whether or not Offeror’s purchasing system has been approved by the Government and, if so, provide evidence of such approval.
3. **Indirect Rates and Cost:** Offeror’s indirect rates and costs shall be shown separately with the associated direct elements of costs.
4. **Estimating Methodology:** For proposals that exceed \$150,000 please provide a summary description of the proposed standard estimating system or methods. The summary description shall cover separately each major cost element (e.g., Direct Material, Engineering Labor, Indirect Costs, Other Direct Costs, Overhead, G&A, etc.) and should also address any escalation factor utilized in your estimating methodology. Also, provide the standard estimating month (i.e., 152 hours equals 1 equivalent person month). Identify any deviation from the standard estimating procedures in preparing this proposal volume.
5. **Fee Percentage:** Fee is not permitted under this agreement.
6. **Escalation Factor:** If an escalation factor is used please state the percentage escalation used and the basis of the factor, such as DRI (Data Research Index), etc.
7. **Contractor-Acquired Property, Government-Furnished Property, and Government Property:** List all Contractor-Acquired Property, Government-Furnished Property, and Government Property, as defined in FAR 45, to be provided to/acquired by Offeror.

8. **Standard Estimating System**: Provide a description of Offeror's standard estimating system or methods of estimating. Cover separately each major cost element and identify any deviations from Offeror's standard estimating systems.
9. **Basis of Estimate (BOE)**: For proposals that exceed \$150,000 please provide written basis of estimate for the labor estimating rationale and methodology, and labor category and hours proposed. In addition, provide direct labor classification statement to include minimum qualifications (education, training, experience, etc.) for each category of labor proposed. Do not reflect any dollar amounts or labor rates in the BOE. The direct labor hours proposed in the BOE shall align with hour's bid described above.
10. **Additional information to support the quotation**:
 - a. Proposals submitted may be subject to technical and fact finding type audit.
 - b. If the proposal exceeds the Truthful Cost or Pricing Data (TCPD) threshold, and is subject to TCPD by the prime contract or solicitation and is not subject to any TCPD exemptions, a Certificate of Current Cost or Pricing will be required at the conclusion of negotiations.
 - c. The information provided herein is the property of Battelle and is provided for your information only. Any disclosure of this information to a third party is prohibited without Battelle's prior written consent.
 - d. The following are only required if the quotation/proposal is a cost reimbursement type proposal or unless otherwise required by US Government proposal provisions.
 - The Offeror is requested to disclose if the direct/indirect rates utilized in their proposal are in accordance with US Government approved Forward Pricing Rate Agreement (FPRA). The Offeror is requested to disclose the name, address, and telephone number of their cognizant DCAA audit authority.
 - If indirect rates are not included with the Offeror's proposal, the Offeror is requested to provide a written explanation.
 - **Note: Do not quote** on a cost reimbursement (except T&M) basis if you have not had prior cost reimbursement type contracts with the US Government or you do not have an approved accounting system.

Cost Reimbursement Type Proposal

If a Cost Reimbursement Type Subcontract is being proposed, please use the following in addition to the forms provided above

Direct Labor	Hourly Rate \$	Hours	Total \$
Fringe Benefit % If not included in Overhead			\$
Labor Overhead % Subtotal Direct Labor, Fringe Benefit + Overhead			\$ \$
Direct Material:			\$
Subcontracts			\$
ODC:			\$
Travel			\$
Subtotal Direct Material			\$
Material Overhead Subtotal Material + Overhead Subtotal Labor + Material (including indirect costs).			\$ \$ \$
G&A % Subtotal Direct Cost + G&A			\$ \$

Total Price

NOTES:

1. If Facilities Capital Cost of Money is proposed, fee is NOT to be applied to the amount included in COM.
2. Do not quote on a cost reimbursement (except T&M) basis if you have not had prior cost reimbursement type contracts with the US Government or you do not have an approved accounting system.
3. Profit / Fee is not permitted under this cooperative agreement.

Cost/Pricing Support Documentation

In addition to the Pricing Summary please provide the following additional information.

1. Labor Qualifications

Direct Labor Category/Individual	Qualifications (i.e., Degree(s) and years of related experience	Burdened Hourly Rate	Fee	Fully Burdened Rate

2. Direct Labor (This form is not needed if a Cost Reimbursement type contract is being proposed. Refer to the forms on the following page).

Labor Category	Hourly Rate	Number of Hours	Total

3. Material* and ODC (Other Direct Cost/Supplies)

Item	Unit Price	Lot Size	Quantity	Total Price

***Please identify any government furnished equipment/property included in your proposal.**

4. Travel

Point of Departure	Destination	Number of Travelers	Number of Days	Number of Trips	Total Amount Proposed

Terms and Conditions

Terms and Conditions

1. Invoices

- (a) Consortium Member shall not invoice Battelle more frequently than once per month. Invoices shall be submitted via email to accountspayable@battelle.org. All invoices shall contain an invoice number, the Subcontract (Purchase Order) number, the time period for which services were performed or materials were shipped. All invoices shall be accompanied by satisfactory supporting documentation as required by the flow-downs, Subcontract type, and/or the Battelle Subcontracting Officer. The final invoice should be marked "Final Invoice." Invoices that do not contain information or are not accompanied by documentation required by this clause will be returned unpaid to the Consortium Member for revision.
- (b) For subcontracts where labor hour reporting is required (e.g., time-and-materials, labor-hour, or firm-fixed-price level-of-effort subcontracts), in addition to the foregoing requirements, invoices shall contain a breakdown of labor provided during the invoice period. This labor breakdown shall include the number of hours worked by each labor category/personnel, the applicable hourly rate, and the total labor charge for each category/personnel. These invoices shall include the following signed certification: By submission of this invoice, Consortium Member certifies that all labor charges identified in this invoice were performed by named individual(s) or personnel that met all requirements, including but not limited to, the education and experience requirements of specified labor classifications applicable to this Subcontract between Consortium Member and Battelle.
- (c) Payment terms, identified on the face of this Subcontract, are from the latest of the following events: (i) Account Payable's receipt of the Consortium Member's properly completed and documented invoice, (ii) scheduled delivery date of the Work, or (iii) actual delivery of the Work.

2. Articles of Collaboration

All parties are bound to the Articles of Collaboration (Attachment A) agreed to and accepted by the client, Battelle and all Team Members.

3. Termination

This Agreement may be terminated, in whole or in part, by written notice of Battelle in accordance with the terms of the Articles of Collaboration. The notice of termination shall specify the extent to which performance is terminated and the effective date of such termination.

4.. Confidentiality

Consortium Member and its staff shall maintain in strict confidence all information received from Battelle and/or generated by the Consortium Member including, but not limited to, Battelle client information, specifications, business and market plans & procedures, test plans, protocols, test results, results of analyses, project notebooks, project documentation, notebooks, and other technical, business, and trade secret information. Consortium Member represents that it has required all staff working under this Agreement to have signed an agreement of confidentiality consistent with the foregoing requirements and that it will allow no staff members to work under this Agreement who has not signed such an agreement of confidentiality. The Consortium Member's staff's obligations of confidentiality are and shall remain in effect both during their employment and thereafter.

5. Consortium Member agrees to indemnify and hold Battelle, its officers, directors, employees and agents harmless from any and all liability, claims, demands, and damages, and all costs and expenses in connection therewith, for or arising out of the negligence or willful misconduct under this Agreement of Consortium Member, its officers, directors, school staff or agents.

6. **License**

Per the Articles of Collaboration, Consortium Member hereby grants to Battelle and other Collaborative Team members, the right to sublicense, a perpetual, paid-up, non-exclusive license to use, reproduce, modify and distribute materials generated by Consortium Member in the course of this work

7. **Independent Contractor**

Consortium Member is an independent contractor and not an employee, agent, or representative of Battelle. Consortium Member shall be solely responsible for all employment-related wages, benefits, FICA, federal and state unemployment and other taxes and payments as required by law, for itself and any persons it employs. Consortium Member shall perform the services and provide the necessary facilities, personnel, materials, equipment, and shall otherwise do all things necessary for the performance of the Statement of Work, and shall be solely responsible for its own financial obligations to third parties and to its employees and contractors. Further, Consortium Member agrees that it shall not be covered by any Battelle insurance or benefits, including but not limited to Worker's Compensation, Professional Liability, General Liability, Employer's Liability, Automotive Liability, and Unemployment Compensation. Consortium Member shall protect, defend and hold Battelle harmless from any claims or penalties asserted or assessed against Battelle by any person or governmental entity relating to Consortium Member's responsibilities as an independent contractor.

8. **Export**

Consortium Member agrees that it shall comply with all U.S. laws and regulations applicable to exports. Consortium Member agrees not to export or re-export any products, materials, items and/or technical data, or the product(s) thereof, received from Battelle or developed under this Agreement unless Consortium Member has obtained, in advance, Battelle's approval and all required licenses, agreements or other authorizations from the U.S. Government. Exports include, without limitation, the sending or taking of any products, materials, items or technical data out of the United States in any manner; disclosing or transferring technical data to a Foreign Person (i.e. any person who is not a

lawful permanent resident of the U.S. or is not a protected individual as defined by 8 U.S.C sections 1101 and 1324) whether in the United States or abroad; or performing services for a foreign client, whether in the United States or abroad.

Consortium Member understands and agrees to comply with the United States Foreign Corrupt Practices Act, which prohibits Battelle and Consortium Member from providing anything of value to a foreign public official in order to obtain or retain business. Consortium Member agrees not to give anything of value, including but not limited to business gratuities and reimbursement of travel, to any foreign government officials. Consortium Member agrees to insure that it complies with all requirements relevant to its business arrangement with Battelle, including any registration requirements, and warrants that this Agreement is in compliance with all applicable laws and regulations of the country or countries in which it performs any services for Battelle.

9. Publicity

No public releases including those for news, advertising, information, technical or scientific purposes relating to this Agreement shall be issued by Consortium Member. Battelle does not endorse products or services. Accordingly, Consortium Member shall not use or imply Battelle's name or use Battelle's information or reports for advertising, promotional purposes, raising of capital, recommending investments, sale of securities or in any way that implies endorsement by Battelle.

10. This Agreement contains all understandings and agreements between the parties relating to the services and may be changed only in writing signed by Battelle's authorized representative. This Agreement shall be governed by the laws of, and enforced within the jurisdiction of, the State of Ohio, without regard to its principles of conflicts of law.
11. The Consortium Member shall provide reasonable cooperation with Battelle in the activities arising under this Agreement with respect to any and all program and administrative activities to support this Agreement award. Time is of the essence and Consortium Member shall diligently respond to all Agreement issues in an expeditious and timely manner.
12. The Consortium Member (and any approved Consortium Member) shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Consortium Member (and any approved Consortium Member), insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, Battelle, or their duly appointed representatives.

13. Insurance

Consortium Member shall maintain during the term of this Agreement, at its own expense, and any extensions thereof, insurance in amounts reasonable and customary for the industry in which Consortium Member is engaged. Consortium Member shall maintain all insurance which is required by any law, statute, ordinance or regulation of any jurisdiction having authority in whole or in part over the Consortium Member's operations or agreement

activities, including without limitation any non-U.S. jurisdictions. Nevertheless, the following minimum insurance coverage shall be maintained:

Coverage	Limits
(i) Worker's Compensation/ Employer's Liability	Not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
(ii) Commercial General Liability (including personal injury & property damage, premises/operations/products) with a bodily injury/property damage)	Not less than one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) aggregate.
(iii) Business Auto Liability (including owned, leased, hired, and non-owned vehicles)	Not less than one million dollars (\$1,000,000) per occurrence.
(iv) Any other insurance which may be required by Battelle or Client.	

- (b) The insurance coverage shall be with insurer(s) that are satisfactory to Battelle. Battelle shall be designated as an Additional Insured under the Commercial General Liability, Business Auto Liability and any umbrella coverage. Consortium Member's insurance shall be primary and non-contributing over any and all insurance that may be maintained by Battelle. Consortium Member and its insurer(s) shall waive all rights of subrogation against Battelle, its officers, directors, agents, trustees and employees. If any of the required insurance is maintained on a claims-made basis, Consortium Member shall maintain such insurance for a period of three (3) years after termination or expiration of this Agreement.
- (c) Consortium Member shall furnish to Battelle Certificates of Insurance evidencing compliance with the insurance requirements herein. These certificates shall provide for at least thirty (30) days prior notice to Battelle of any cancellation, non-renewal or material reduction of coverage. Certificates shall be provided prior to the initiation of agreement activities and upon each renewal in subsequent periods for a period of three (3) years after termination or expiration of this Agreement. Failure of Battelle to notify Consortium Member of any non-compliance with the provisions of this Agreement shall not constitute a waiver of Consortium Member's obligations under this Agreement.
- (d) Such minimum insurance limits shall not limit Consortium Member's liability under this Agreement.
- (e) Consortium Member shall require any lower tier Consortium Members to satisfy the requirements of this provision.

14. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
15. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Except as otherwise specified in this Agreement, such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice:

16. Technical Representative

Only the Battelle Subcontracting Officer has authority to make changes and amendments to this Subcontract. All changes, modifications and amendments will be in writing

- (a) Battelle technical personnel may from time to time render assistance, give technical advice, or discuss or affect an exchange of information with Consortium Member's personnel concerning the work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Subcontract and shall not be the basis of an equitable adjustment.
- (b) The Technical Representative for Battelle is identified in Article IV of the Schedule.
- (c) Except as otherwise provided herein, all notices to be furnished by the Consortium Member shall be sent to the Battelle Subcontracting Officer.
- (d) The responsibilities of Consortium Member's Technical Representative shall be the same as the Battelle Technical Representative as defined in 3(a) above.

18 Conflict of Interest:

In addition to any specific Conflict of Interest obligation made part of this Subcontract and/or may be pursuant to the provisions of FAR 9.5, Consortium Member warrants that it is and shall remain free of any obligation or restriction, which would interfere or be inconsistent with or present a conflict of interest concerning the work to be furnished by Consortium Member under this Subcontract.

19. Survivability,

If this agreement expires, is completed, or is terminated, Consortium Member shall not be relieved of those obligations contained in the following provisions:

Applicable Laws
Export
Independent Contractor

Confidentiality
Insurance (as applicable)
Intellectual Property
Indemnification (General and Patent)
Warranty (as applicable)
Audit (as applicable)
Consequential Damages
Survivability

20. Miscellaneous

- (a) This agreement may not be assigned in whole or in part without the prior written approval of both parties. In any event, however, this Subcontract shall be binding upon, inure to the benefit of, and be enforceable by and against the successors, assignees and transferees of the parties.
- (b) Time is of the essence related to any dates or schedules related to Consortium Member's performance.
- (c) If any part of this agreement shall be held invalid or unenforceable, such invalidity and unenforceability shall not affect any other part of this Subcontract. Captions used as headings in this Subcontract are for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision hereof.
- (d) No portion of the work or services to be supplied under this Subcontract, other than purchase of necessary goods and materials to be incorporated into the work, may be subcontracted by Consortium Member in whole or in part without the prior written consent of the Battelle Subcontracting Officer. Prior written consent is not necessary if the proposed second tier Consortium Member had been identified by the Consortium Member in Consortium Member's proposal submitted to Battelle prior to award of this Subcontract. Consortium Member shall not assign any money due or to become due to Consortium Member under this Subcontract without the prior written consent of the Battelle Subcontracting Officer.

21. Entire Agreement:

This Subcontract represents the entire agreement of the Parties and supersedes any prior discussions or understandings, whether written or oral, relating to the subject matter hereof. In case of any conflict or inconsistency, the following order of precedence shall apply: 1) Schedule; 2) Articles of Collaboration 3) the terms and conditions of this Subcontract; 4) Government Clauses; and 5) Statement of Work.

This Subcontract may be modified or amended only by mutual agreement in writing. No course of dealing, usage of trade, waiver or non-enforcement shall be construed to modify or otherwise alter the terms and conditions of this Subcontract.

22. Access

Subcontractor shall comply with all the rules and regulations regarding conduct, security and safety established by Battelle and/or Client for access to and activities in and around Battelle and/or Client's buildings and properties. Subcontractor also agrees that all

Subcontractor's employees will execute, upon request, an access agreement permitting access to a Battelle and/or Client facility.

To be completed by the Offeror.
REPRESENTATIONS AND CERTIFICATIONS
(Separately Provided)

ORGANIZATIONAL CONFLICT OF INTEREST

Contractor may be excluded from follow-on production under Federal Acquisition Regulation FAR Subpart 9.5 (Organizational and Consultant Conflicts of Interest). Tasks shall be reviewed for potential organizational conflicts of interest. The contractor may refuse a task should it include a conflict of interest provision. At the discretion of the Government, certain tasks may require the contractor to sign non-disclosure agreements. Personnel signing the nondisclosure agreements shall not divulge information gained in execution of the task to any personnel or agency outside the US Government except as authorized by the COR through coordination with the initiating office.

ETHICS CERTIFICATION

Subcontractor certifies that Subcontractor conducts its business fairly, impartially and in an ethical and proper manner. Subcontractor also certifies that it maintains a Code of Business Ethics and Conduct, and adheres to its terms. Subcontractor agrees, in consideration of the opportunity to propose on this project, that Subcontractor shall immediately report all unethical or improper conduct by Subcontract Representative's agents in connection with this solicitation/Request for Proposal or the resulting contract to the buying agency Office of Inspector General and the Contracting Officer.

Signature

Date

Title

US Government Requirements

ARTICLE 2

General Definitions

2.1 Recipient – An organization or other entity receiving a Cooperative Agreement from a DoD Component. For purposes of this Agreement, the Recipient is the AEOP COA Consortium.

2.2 Party – For purposes of this Agreement, the parties are RDECOM and the Recipient. RDECOM is the executive agent for the AEOP on behalf of the Office of the Deputy Assistant Secretary of the Army for Research and Technology (DASA (R&T)).

2.3 Cooperative Agreement Manager (CAM) – Overall technical management and fiscal responsibility for the AEOP COA will reside with the CAM, designated under the cooperative agreement. The CAM will work closely with the AEOP funding and policy office in the office of the DASA(R&T) and the Agreements Officer at the U.S. Army Contracting Command - Aberdeen Proving Ground (ACC-APG). All executables must be approved by the CAM, to include, but not limited to, programmatic changes and budget. The CAM serves as the Agreements Officer's Representative.

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

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

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

2.7 Cooperative Management Committee (CMC) – The AEOP COA will have a CMC that includes a representative from each member of the Consortium (should be the IPA, if possible). The CAM participates as an ex officio member in all discussions except those that deal with purely internal Consortium matters. The CMC will be chaired by the LO/PD. Each member will have one vote on the CMC to support programmatic and management-related activities and decisions. In the event of a tie, the LO will cast the deciding vote. The CMC will be responsible for the management and integration of the Consortium's efforts under the AEOP COA, to include

programmatic, technical, reporting, financial, and administrative matters. The CMC makes recommendations that concern the membership of the Consortium, the definition of the tasks, and goals of the participants. Quarterly meetings will be conducted by the CMC.

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

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

ARTICLE 3

Program Management

3.1 The Cooperative Agreement Manager (CAM) is:

Mr. Louie Lopez US Army
RDECOM Attn: AMSRD-
PES APG, MD 21005
Louie.r.lopez.civ@mail.mil
1
410-278-2858

3.2 The Members of the Consortium include:

Battelle Memorial Institute (LO)
Academy of Applied Sciences
Education First Consulting
MetriKs Amerique
National Science Teachers Association
Purdue University
Technology Student Association
Tennessee Technological University
Widmeyer Communications

3.3 The Program Director is:

Mr. David Burns

3.4 Overall Management Concept

RDECOM and the incoming AEOP COA Consortium will establish a Cooperative Management Committee to address issues concerning the AEOP. The LO of the Consortium will be responsible for technical leadership in coordination with the other Consortium members.

It is critical that the Consortium be structured and managed to foster an open, collaborative environment, in which each member of the Consortium is equal and receptive to leveraging knowledge and resources as well as sharing and adapting best practices to achieve AEOP's priorities and objectives. Each member of the Consortium will be a full

member of the COA and will possess equal voting rights in accordance with the Articles of Collaboration. The Consortium should be managed efficiently and flexibly with defined areas of responsibility to minimize overhead, yet ensure relevance and proper oversight.

At the request of the Consortium and at the discretion of the US Army, additional programs and/or STEM Educational Outreach-oriented organizations may be added to or removed from the COA, in an effort to further advance the AEOP COA towards meeting the AEOP priorities and objectives outlined.

3.5 Consortium Membership

To be qualified, potential Consortium Members must:

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

3.6 Lead of the Consortium

The LO will be charged with providing leadership to the Consortium as well as management and coordination of overarching efforts critical to the successful performance of all AEOP programs (e.g. finance, evaluations, communications/marketing, strategic partnerships, alumni management, etc.)

Furthermore, it will be the LO's responsibility to distribute annually-approved funding to all members of the Consortium with whom it has or will have a legal relationship. The LO will establish, lead and synchronize efforts to ensure the Consortium meets AEOP's goals and objectives. Additionally, the LO will collect and analyze data/metrics on AEOP's program success that will be translated into annual evaluation reports. The LO will ultimately be responsible for ensuring that requirements as outlined in the public announcement are met and that deliverables are submitted on time.

3.7 Place of Performance for all Consortium Participants

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

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

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

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

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

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

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

ARTICLE 4

Fiscal Management

4.1 Allocation of Recipient Funds

4.1.1 Restrictions on the Use of Government Funds

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

4.1.2 Obligation

In no case shall the Government's financial obligation exceed the amount obligated on this Agreement or by amendment to the Agreement. The total Government funding amount estimated for the term of this Agreement is as specified in the Preamble, subject to the availability of funds. The amount of Government funds currently obligated and available for payment under W911SR-15-2-0001 is \$4,500,000.00. It is estimated that such funds shall be sufficient to cover performance from date of award through six (6) months. The Government is not obligated to reimburse the Recipient for expenditures in excess of the amount of obligated funds allotted by the Government.

4.1.2.1 Obligation - Separate Task Orders

In addition to the main AEOP COA W911SR-15-2-0001, eleven (11) separate task orders will be created from CLIN 0002. As specified in the Preamble of this Agreement, these task orders are created for the sole purpose of providing a distinct funding vehicle for the eleven (11) Government organizations supporting the SEAP and CQL programs. Each organization will fund SEAP and CQL educational stipends on its own task order. Each of these task orders will have its obligated funds tracked and displayed individually.

4.1.3 Incremental Funding

The Government may obligate funds to this Agreement incrementally. In the event that this Agreement is funded incrementally, the Government anticipates that from time to time additional amounts will be allotted to this agreement by unilateral amendment, until the total amount for term of this Agreement has been funded. To minimize interruption of effort due to lack of funds, the Recipient shall notify the Agreement Officer in writing whenever the incurred and expensed cost to date when added to anticipated costs for the next 60 days will exceed 75% of the total amount obligated to date under this agreement and the separate funding agreements referenced in paragraph 4.1.2.1. Obligated funds provided to the Consortium for any Governmental Fiscal Year (GFY), which are not expended in the same GFY, may be carried forward and expended in the next succeeding GFY until they are completely expended.

ARTICLE 5

Agreement Administration

5.1 Amendments to this Agreement

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

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

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

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

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

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

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

ARTICLE 6

Term of the Agreement

6.1 Term of the Agreement The basic term of this Agreement will commence upon the effective date and continue through ten (10) years. Performance metrics are expected to include items that provide an indication of program success in alignment with the AEOP COA's goals and objectives as outlined in the public announcement.

ARTICLE 8

Public Release or Dissemination of Information

8.1 Open Publication Policy

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

8.2 Prior Review of Public Releases

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

8.3 Publication Legend

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

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

ARTICLE 9

Intellectual Property

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

ARTICLE 10

Entire Agreement

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

ARTICLE 11

Governing Law / Order of Precedence

The Agreement shall be enforced in accordance with applicable federal law and regulations, directives, circulars or other guidance as specified in this Agreement. In the event a conflict exists between the provisions of this Agreement and the applicable law, regulations, directives, circulars or other guidance, the Agreement provisions are subordinate.

ARTICLE 12

Waiver of Requirements

Any waiver of any requirement contained in this Agreement shall be by mutual agreement of the parties hereto. Any waiver shall be reduced to writing and a copy of the waiver shall be provided to each Party. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party hereto.

ARTICLE 13

Avoidance of Duplication of Work

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

ARTICLE 14

Metric System of Measurement

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

ARTICLE 15

Liability of Parties

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

ARTICLE 16

Assignment / Novation

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

ARTICLE 17

Severability

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections herein and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

ARTICLE 18

Force Majeure

Neither Party shall be in breach of this Agreement for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that Party. In the event such a force majeure event occurs, the Party unable to perform shall promptly notify the other Party and shall in good faith maintain such partial performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.

ARTICLE 19

Notices of Approvals

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

ARTICLE 20

Access to DoD Facilities

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

ARTICLE 22

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

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

- 32 CFR 22.815 Claims, Disputes and Appeal
The Agency and Recipient will employ Alternative Dispute Resolution to resolve issues which arise during the performance of the agreement. The procedures to be used will be mutually agreed to when and if issues arise (see section 815(c)(2)). The Agreement Appeal Authority is the Director of RDECOM (see section 815(e)(i)).
- 32 CFR 32.21 Standards for Financial Management Systems
RDECOM does not guarantee or insure the repayment of money borrowed by the recipient. Further, REDCOM does not require the recipient to secure fidelity bond coverage to protect the Government's interests.
- 32 CFR 32.22 Payment
All payments made under this agreement will be of the reimbursement type. Recipients should refer to Article 5 Fiscal Management of this agreement for further information.
- 32 CFR 32.27 and 32.28 Allowable Costs The
Recipient shall comply with the appropriate cost principles.
- 32 CFR 32.23 Cost Share or Match
This provision is applicable only if cost share or match is included in the recipient's proposal and the subsequent award document. Should cost share or match be included, the parties to this agreement will mutually agree to its allowability, valuation and necessary documentation.
- 32 CFR 32.24 Program Income

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

- 32 CFR 32.25 Revision of Budget/Program Plans

See Article 5 of this agreement.

- 32 CFR 32.26 Audit

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

- 32 CFR 32.40 through 32.49 Procurement

RDECOM reserves the right to review prior to award procurement documents such as request for proposals, or invitations for bids, independent cost estimates etc., during performance under this award.

- 32 CFR 32.5 Sub-awards

This subpart sets forth the requirement for flow down provisions or subsequent sub-agreements or subawards.

- 32 CFR 32.30 through 32.37 Property

RDECOM waives the requirement for recordation of liens or other appropriate notices set forth at 32 CFR 32.37. Recipients are subject to applicable regulations governing patents and inventions, including Government wide regulations issued by the Department of Commerce at 37 CFR part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." RDECOM does not waive the right to obtain, reproduce, publish or otherwise use the data first produced under this award or to authorize others to receive, reproduce, publish, or otherwise use such data for government purposes.

- 32 CFR 32.51 and 32.52 Reports See

Attachment 5 to this agreement and Article 1.

- 32 CFR 32.53 Records

- 32 CFR 32.60 through 32.62 Termination and Enforcement

In addition to the termination processes set forth in 32 CFR 32.61, this Agreement may also be terminated by the Agreements Officer should available funds be insufficient to accomplish the goals or intent of the Agreement, or convenience of the Government.

- 32 CFR 32.71 through 32.73 After-the-Award Requirements

ARTICLE 21

Dispute Resolution

21.1. Dispute Resolution Process. The Government and the Consortium recognize that disputes relating to their rights and obligations hereunder may arise from time to time during the term of this Agreement. It is the objective of the Government and the Consortium to establish procedures to facilitate the resolution of disputes arising under

this Agreement in an expeditious manner by mutual cooperation. To accomplish this objective, the Government and the Consortium agree to follow the procedures set forth in this Article if and when a dispute arises.

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

For the Government: Debra R. Abbruzzese
 Division Chief, ACC-APG, Edgewood Contracting Division
 E4215 Austin Road
 APG-EA, MD 21010-5401
 410 436-2554

For the Consortium: Designated Representative

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

21.2 Alternative Dispute Resolution (ADR).

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

- a. The Government and the Consortium agree to use a two-step procedure before resorting to litigation. Step one involves the submission of the dispute to a Standing Neutral. Step two involves the submission of the matter in dispute to a Mediator mutually agreed to by the Government and the Consortium.
- b. Step One: The Government and the Consortium have selected Dennis Longo, Special Competition Advocate, ACC-APG as the Standing Neutral and he/she has agreed to serve in that capacity and to be available on reasonable notice. In the event that the Standing Neutral named above becomes unwilling or unable to serve, the Government and the Consortium agree to select an alternate Standing Neutral.
- c. If the representatives of the Government and the Consortium designated in Paragraph 21.1 have not been able to resolve the dispute within fourteen (14) calendar days of receipt of notice of the dispute, either the Government or the Consortium may give written notice to the Standing Neutral briefly identifying the dispute and giving notice of its intention to submit the matter to the Standing Neutral.
- d. After the initial notice, neither the Government nor the Consortium shall initiate ex parte communications regarding the substance of the dispute with the Standing Neutral. The Standing Neutral shall schedule an initial conference for the Government and the Consortium with the forum for the initial conference to be at a convenient location selected at the discretion of the Standing Neutral. At the initial conference, the Government and the Consortium shall set forth the general basis of their positions in the dispute.
- e. After the initial conference, the manner and frequency of communications shall be at the discretion of the Standing Neutral. Within seven (7) calendar days of the initial conference, the Standing Neutral will notify the Government and the Consortium of the written documentation necessary to support their respective positions.

- f. Within twenty (20) calendar days of receipt of notice from the Standing Neutral of the documentation needed, the Government and the Consortium shall submit a written position paper and the requested documentation. The written position paper shall, as a minimum, include the following:
1. Written statement of facts relevant to the dispute;
 2. The party's written position and rationale for its position;
 3. All other information supporting the party's position; and
 4. The documentation requested by the Standing Neutral.

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

- g. After receipt of the written position papers and documentation, the Standing Neutral may interview witnesses, request additional documents, and generally use all means at his or her disposal to gather facts relevant to the dispute.
- h. The Government and the Consortium may be represented by counsel in matters before the Standing Neutral. Each party will notify the Standing Neutral and the other party of the name, address, telephone and fax numbers, and electronic mail address of its counsel.
- i. The Standing Neutral will provide the Government and the Consortium a written statement of recommendation regarding resolution of the dispute within twenty (20) calendar days of the initial conference or receipt of the Government's and the Consortium's written position paper and documentation, whichever is later. The Government and the Consortium may mutually agree in writing to an extension of the date for the Standing Neutral to provide a written statement of recommendation. The Government and the Consortium shall equally share the cost of using the Standing Neutral, excluding attorney fees.
- j. The Standing Neutral must agree to apply the principles included in Attachment A to this Agreement to resolve the dispute. The Standing Neutral's written statement of recommendation is not binding on the Government or the Consortium. Within seven (7) calendar days after receipt of the written statement of recommendation, the Government or the Consortium may, by written notice to the Standing Neutral and the other party, identify any computational, typographical or similar error in the written statement of recommendation and request that the Standing Neutral correct such error. The Standing Neutral may also make similar corrections on his or her own initiative.
- k. Within fourteen (14) calendar days after the receipt of the Standing Neutral's written statement of recommendation, or corrected recommendation, the Government and the Consortium shall notify each other in writing of their intention to implement the recommendation or their intention to refer the matter to Mediation (Step Two).
- l. Step Two: If either the Government or the Consortium gives notice of its intent to refer the matter to Mediation, the Government and the Consortium will mutually select a Mediator. The Government and the Consortium acknowledge that mediation services are available from a wide range of potential providers, and that the most valuable provider may differ based on the nature of the unresolved dispute existing between the Government and the Consortium.
- m. The Government and the Consortium agree to exchange a list of not more than three potential mediators within seven (7) days of receipt of notice of the intent to refer the matter to Mediation. Each list of potential mediators shall contain sufficient information to allow the other party to evaluate the qualifications of the proposed

mediator, including, at a minimum, name, address, and telephone number for the proposed mediator, and a brief description regarding any previous experience the proposing party has had with the mediator, including known fees or rates charged by the mediator. Within twenty (20) calendar days of notice of intent to refer the matter to Mediation, the Government and the Consortium shall mutually select a mediator from the lists of potential mediators (the "Mediator"). The Government and the Consortium shall equally share the cost of Mediation, excluding attorney fees.

- n. Although the mutually selected Mediator will likely establish the Mediation procedures, the Government and the Consortium agree in advance to the following basic procedures:
1. Participants - the Consortium shall be represented by the individual delineated in 21.1.1 or his/her successor or designee. The Government shall be represented by the individual delineated in 21.1.1, or his/her successor or designee. The Government and the Consortium may be represented by counsel in a matter before the Mediator. The Government and the Consortium will notify the Mediator and the other party of the name, address, telephone and fax numbers of their counsel.
 2. Duration - Either the Government or the Consortium may discontinue the mediation process at any time if it feels the process is no longer productive. If the Government or the Consortium chooses to withdraw from the process, the withdrawing party shall immediately notify the Mediator and the other participant.
 3. Confidentiality and Use of Information - All negotiations, documentation and statements pursuant to this ADR Procedure are considered confidential and shall be treated in accordance with all applicable rules of evidence and law, including but not limited to Federal Rules of Evidence (FRE), Rule 408 and 5 U.S.C. Sections 573 and 574. Neither the Government, the Consortium nor the Mediator shall voluntarily disclose any dispute resolution communications. The Mediator shall be disqualified as a witness, consultant or expert in any pending or future action relating to the subject matter of the Mediation. If the Mediator or the Government or the Consortium receives a demand for disclosure, then the notified party shall notify the Mediator and other party as soon as reasonably practicable and, in any event, prior to disclosure.
 4. The Government and the Consortium agree to provide the Mediator with all relevant information necessary, including the position papers and documentation provided to the Standing Neutral. The Government and the Consortium also agree to exchange additional information as recommended by the Mediator. The Government and the Consortium will participate in good faith and agree that personal attacks and inflammatory statements are unacceptable.
- o. This ADR Process shall be effective upon the signing of this Agreement. It may be modified or amended by mutual agreement of the Government and the Consortium. Any settlement agreement reached by the Government and the Consortium under this ADR Procedure shall be incorporated into the Agreement via formal written modification. No such modification(s) will be required if the agreement reached does not affect the contractual rights of the Government and the Consortium.

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

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

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

National Policy Requirements

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

1. NONDISCRIMINATION

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

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

3. Environmental Standards.

- a. Comply with the applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11783 [3 CFR, 1971-1075 Comp., p. 799] and Environmental Protection Agency (EPA) rules at 40 CFR part 15. In accordance with the EPA rules, the Recipient further agrees that it will:
 - Not use any facility on the EPA's List of Violating Facilities in performing any award that is nonexempt under 40 CFR 15.5, as long as the facility remains on the list.
 - Notify the awarding agency if it intends to use a facility in performing this award that is on the List of Violating Facilities or that the Recipient knows has been recommended to be placed on the List of Violating Facilities.
- b. Identify to the awarding agency any impact this award may have on the quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4231, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

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

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

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

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

(A) The Secretary of a Military Department from maintaining, establishing, or operating a unit of the Senior Reserve Officers Training Corps (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution (or any sub element of that institution);

(B) Any student at that institution (or any sub element of that institution) from enrolling in a unit of the Senior ROTC at another institution of higher education;

(C) The Secretary of a Military Department or Secretary of Homeland Security from gaining access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to campuses and to students that is provided to any other employer; or

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

ARTICLE 24

Reporting Requirements

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

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

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

2. **JOINT PAPERS AND PRESENTATIONS:** Periodic joint papers and presentations will be given if/when determined necessary by the CAM.
3. **JOURNAL ARTICLES:** Journal articles in general and joint RDECOM/Recipient journal articles are strongly encouraged as a major reporting mechanism of this research effort.
4. **FINANCIAL REPORTING:** Federal Financial Report (SF 425): Annual and Final Reports

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

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

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

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

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

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

Background Check Guidance



Army Educational Outreach Program Background Check Guidance

PURPOSE

The purpose of this document is to provide guidance on how the Army Educational Outreach Program (AEOP) will address the background check requirement outlined in Army Directive 2014-23 (Conduct of Screening and Background Checks For Individuals Who Have Regular Contact With Children in Army Programs). This Army Directive issues policy for screening and background check requirements for individuals who have regular contact with children in the execution and support of Army programs and activities. The Army and AEOP must ensure the health, safety and well-being of children and reduce the risk for child abuse and neglect in all Army programs and activities.

AEOP BACKGROUND CHECK GUIDANCE

Army Directive 2014-23 is the first piece of guidance that addresses the applicability of the background check requirement for individuals performing duties on Army programs and activities beyond Child and Youth School Services (CYSS). Per previous Army directives, the only way to address the requirement was through the Child Care National Agency Check and Inquiries (CNACI) background check, which constitutes a relatively timely and costly process. In alignment with Army Directive 2014-23, AEOP herewith outlines guidance and requirements to ensure the health, safety and well-being of students participating in Army-sponsored science, technology, engineering and mathematics (STEM) programs, while providing a more cost- and time-effective alternative to the CNACI background check.

Applicability

Enclosure 5 in Army Directive 2014-23 states that “the guidance in this enclosure applies to all specified volunteers and all other categories of individuals who have regular contact with children through Army programs and services, except for APF/NAF employees, foreign national employees overseas, contracts and FCC/HOPS providers who are covered by the guidance in enclosures 3 and 4.” Therefore, organizations and individuals supporting the implementation of AEOP programs must adhere to the guidance and requirements outlined in enclosure 5 of Army Directive 2014-23.

Requirements

All organizations implementing AEOP programs will establish guidance and standing operating procedures to ensure that **specified volunteers and other individuals** (e.g. Army volunteers, Near-Peer Mentors, Resource Teachers, etc.), who have regular contact with children in the performance of their duties, possess a favorable suitability assessment before offering their services. Organizations, where specified volunteers (or other individuals) provide services in support of AEOP programs, must adhere to the following requirements and conduct the following procedures to determine suitability for the respective AEOP role:



-
- Lab coordinator must screen all specified volunteer applicants and other individuals by reviewing resumes, conducting personal interviews and checking at least two references before initiation of the background checks.
 - Once pre-screening is completed and specified volunteer (or other individual) has been recommended to serve in a role that requires regular contact with children, lab coordinator must ask the Commander Designated Entity to initiate the background check for the specified volunteer or other individual. Required background check consists of:
 - ✓ Installations Record Check (IRC);
 - ✓ A local law enforcement check; and an
 - ✓ FBI finger print check
 - Lab coordinator must ensure the Commander Designated Entity initiates, receives and processes the results of background checks and identifies derogatory information in the results of the background checks.

Other Requirements

- A **re-verification** that includes an IRC and FBI fingerprint check must be completed every 3 years for specified volunteers and others. If derogatory information is uncovered, the specified volunteer must immediately be placed under Line of Sight Supervision (LOSS) pending adjudication through the PRB process.
- **Unspecified volunteers** must always work under LOSS and therefore do not require a background check. If an individual's volunteer time is expected to be less than what is required to complete the IRC and FBI finger print check, the organization will ensure that the individual works only under LOSS. These individuals must conspicuously be marked by distinctive clothing, badges, wristbands or other apparent markings that are fully visible when viewed from all angles.
- If an organization requires a specified volunteer to be allowed to provide LOSS for other volunteers, a **CNACI** must also be conducted and favorably adjudicated for specified volunteers before he or she is allowed to provide LOSS. Hence, laboratory coordinators must have a completed CNACI background check on file.

DISTRIBUTION STATEMENT

AEOP's Background Check Guidance is an internal document for the use of lab coordinators, government personnel, individual program administrators per the AEOP Cooperative Agreement and cooperative agreement managers. AEOP's Background Check Guidance adheres to the policy provided and outlined in enclosure 5 of Army Directive 2014-23, which serves as a reference for additional information and details. Please contact the cooperative agreement managers Louie Lopez at louie.r.lopez.civ@mail.mil or Jennifer Carroll at jennifer.j.carroll2.civ@mail.mil for questions pertaining to this document.

Personal Identifiable Information Policy



AEOP Guidance | Protection of Personally identifiable Information (PII)

In the context of recent and evolving threats to our national security, the AEOP herewith emphasizes the need for vigilance in protecting the personally identifiable information (PII) of its key stakeholders, to include students, educators, partners, and colleagues. We collectively are the first line of defense and are responsible for protecting the personal information of one another.

This memorandum reminds all who obtain, access, store and transmit the data that has been entrusted to us, that PII must be treated with the utmost care, at all times. Any personal information that is collected, stored, or contained in our systems shall be handled so that the security and confidentiality of the information is preserved and protected by reasonable security safeguards against such risks as loss or unauthorized access, destruction, use, modification or disclosure of data. The privacy of an individual is a personal and fundamental right that will be respected and protected by all members of the AEOP Consortium.

A cultural shift toward social media as a preferred form of communication and networking means that extra care must be taken when operating in these public domains. Diligence must be exercised so that PII is not posted publicly through our interactions over social media. This document will outline the information that constitutes PII, as well as practices, for collecting, safeguarding, and transmitting it.

For questions regarding the safe handling of PII, please contact either the AEOP lead organization or AEOP's Cooperative Agreement Managers.

Definitions

- **PII:** Any information that can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date, and place of birth, mother's maiden name and biometric records, including any other personal information, which is linked or linkable to a specific individual. This information can be in hardcopy (paper) or electronic format, stored on desktop computers, laptops, personal electronic devices such as blackberries, and found within databases. This includes but is not limited to education records, financial transactions, medical files, criminal records or employment history
- **High Impact PII:** Any organizational-wide, program or project level compilation of electronic records containing PII on 500 or more individuals stored on a single device or accessible through a single application or service. Also any compilation or electronic records containing PII on less than 500 individuals identified by the information or data owner as requiring additional protection measures.



Safeguarding and Handling

Appropriate administrative, technical and physical safeguards will be maintained to ensure the security and confidentiality of PII of consortium administration, members, partners, students, teachers, parents, and all associated personnel and to protect against any compromise which could result in substantial harm, embarrassment, inconvenience or unfairness to any individual whose information is stored or transferred in either hardcopy or electronic form.

Safeguarding PII requires all who have access to:

1. Minimize the collection of PII.
2. Ensure that compromise of PII is immediately reported to the AEOP Lead Organization
3. Reduce the use of or use alternatives to Social Security Numbers (SSN) Whenever possible.
4. Ensure mobile computing devices or removable electronic media do not store or process High Impact PII without express approval from the U.S. Army.
5. Ensure mobile computing devices or removable electronic media that process or store High Impact electronic PII records are restricted to areas that are protected by adequate safety measures.
6. Ensure PII is only electronically transmitted through encrypted and secure mediums. PII may not be transmitted via unencrypted email nor may it be sent via facsimile (fax).

Storage

1. Do not store PII on media or devices with unregulated access.
2. Cover or place documents in an out-of-sight location when those without an official need to know enter the workplace.
3. Any PII stored on a shared drive or within a collaborative application should be controlled allowing only those with a need to know to have access. If PII is stored on a shared drive or within a collaboration application that is unable to properly safeguard the information by limiting access controls to the material then the data must be protected from being opened by individuals who do not have an official need to know.
4. PII should never be stored on personally owned information systems including computers, smart phones, tablets, memory cards, portable hard disks, etc.
5. Store PII to preclude unauthorized access during non-work hours. The PII should be stored in a locked desk, file cabinet, bookcase or office that is not accessible during non-duty hours.

Collecting, Transmitting and Transporting:

1. All requests for PII should include an appropriate Privacy Statement to ensure the individuals(s) providing the PII understands how it will be used and/or distributed.
2. Only individuals with a valid need-to-know should transmit or receive PII in hardcopy or electronic form.
3. When mailing PII, use an opaque envelope, ensure it is properly sealed, is not marked with any reference to its contents and is addressed to the attention of an authorized recipient.



4. When physically transporting PII, ensure the information is adequately protected.
5. Restrict discussions of PII over the telephone lines to a minimum for the official purposes only. Do not discuss PII within an open environment where it could be potentially overheard by those who do not have an official need to know.
6. Ensure that all electronic records containing PII shall be transmitted by an Army approved encrypted or protected format. Only individuals with a valid need-to-know should transmit or receive PII in hardcopy or electronic form. Facsimile transmission is not an appropriate transportation method for PII.
7. If in doubt as to the adequacy of protection measures, do not post, store, transport or transmit PII.
8. The AMRDEC Safe Site is a viable alternative to unencrypted email and facsimile transmission (<https://safe.amrdec.army.mil/safe/>), as long as either the sender or receiver has a Common Access Card (CAC Card).

Internet and Social Media:

1. PII should not be posted on publicly accessible websites, social media, or other locations on the internet.
2. Social media must be administered and actively monitored to ensure that public interaction with consortium managed accounts do not post or allude to PII. Swift action must be taken to take down, or correct PII posted via public interaction within consortium channels.
3. No aggregate of information posted publicly on the internet should allude to or infer possible PII.
4. If in doubt as to the adequacy of protection measures, do not post, store, transport or transmit PII.

Articles of Collaboration

ARTICLES OF COLLABORATION

**ARMY EDUCATIONAL
OUTREACH PROGRAM**

**COOPERATIVE AGREEMENT
CONSORTIUM**

Program Announcement W911SR-15-R-0003

**ARTICLES OF COLLABORATION
FOR THE
ARMY EDUCATIONAL OUTREACH PROGRAM COOPERATIVE AGREEMENT (COA)
CONSORTIUM**

In response to the ARMY Educational Outreach Program (AEOP) Program Announcement (PA) W911SR-15-R-0003, these Articles of Collaboration (herein after referred to as the "Articles") are entered into by and among the following Members:

Battelle Memorial Institute, the Lead Organization (Consortium Lead Member), hereafter called the Lead Organization (LO): (Completed at Proposal Submission)

Consortium Members: (Completed at Proposal Submission)

HEREINAFTER, the LO and Consortium Members collectively are referred to as the "Consortium." The Consortium and the U.S. Army Research, Development and Engineering Command (RDECOM) constitute the Cooperative Management Committee.

WHEREAS, the Members have significant experience, expertise, capabilities, interests, desire, and commitment to work collaboratively under the AEOP Collaborative Cooperative Agreement (hereinafter known as the AEOP COA) with the U.S. ARMY RDECOM to administer programs which will engage students from underserved and underrepresented populations in Science, Technology, Engineering, and Mathematics (STEM) experiences during their elementary school years, encourage them to pursue STEM experiences and opportunities in their middle school years, and prepare them for college and career opportunities in their high school and undergraduate years.

WHEREAS, the COA identifies the roles and responsibilities of the Consortium Members (hereafter known as "Members"), including the Members' desire to cooperate, contribute resources, and perform specified tasks and the Members anticipation of receiving funding from U.S. Army Contracting Command – Aberdeen Proving Ground and RDECOM for that purpose under the authority of 10 U.S.C. § 2358; 10 U. S. C. Section 2192: The Secretary of Defense under Title 10, U.S.C., Chapter 111, "Relating to Support of Science, Mathematics, Engineering Education and Training, Sections 2191-2199," establishes and implements policy, and assigns responsibilities and procedures to carry out Department of Defense (DOD) STEM activities; and 42 U. S. C. Section 6621 – Coordination of Federal STEM education and any other guiding policies and authorities included in the AEOP PA W911SR-15-R-0003 and the resulting award document and agreement; and

WHEREAS, the COA will include these executed Articles as an attachment to the COA and to the Individual Agreements between the LO and each Consortium Member; the Members' agree to be bound together by these Articles as a Consortium established under the authority of the executed AEOP COA; and

WHEREAS, the Members hereby establish the Consortium to engage in a collaborative effort of limited duration and the Consortium will exist for the duration of the time specified in the COA. This Consortium is established pursuant to the U.S. AEOP PA, competition, and award. The goal of the Consortium is to provide creative, innovative, and flexible approaches to collaborative STEM educational experiences as defined in PA W911SR-15-R-0003, the objective of which is to encourage students to pursue STEM experiences in their middle school years, and prepare them for college and career opportunities in their high school and undergraduate years.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1 CONSORTIUM MEMBERSHIP AND MANAGEMENT

1.1. Consortium Membership

Consortium Membership, as outlined in the COA, consists of the LO and the other Consortium Members.

The Consortium acknowledges the membership role that "covered educational institutions," as defined by the Fiscal Year 2010 DOD Authorization Act, Public Law 111-84, will play as outlined in the COA, to include the Initial Program Plan (IPP) and the subsequent Annual Program Plans (APP).

1.2. Consortium Management

RDECOM and the Consortium will establish a Cooperative Management Committee (CMC) to address issues concerning the AEOP.

The LO will be responsible for technical leadership in coordination with the other Members. The LO will provide leadership to the consortium, coordinate the efforts associated with all programs, and will be responsible for the distribution of funding to all Members of the Consortium. Subawardee funding will be provided to the Consortium Members with which the Subawardee has or will have a legal relationship. Funding will not be released until an approved APP is in place. Additionally, annual funding is contingent upon Congressional approval of the Federal budget.

The LO will also spearhead the efforts to meet identified core objectives and collect data/metrics on program success.

Program management duties and responsibilities are outlined in Section C, Article 3 of the COA.

Each Member is an equal partner, having one vote per Member on the CMC to support programmatic and management-related activities and decisions. All matters submitted to the CMC for a vote will be decided by a simple majority, with the LO deciding a tie.

The CMC will be responsible for the management and integration of the Consortium's efforts under the AEOP COA, to include programmatic, technical, reporting, financial, and

administrative matters. The CMC makes recommendations that concern the membership of the Consortium, the definition of the tasks, and goals of the participants. Areas of responsibility of each organization will be designated in a way that maximizes efficiency and collaboration among/between programs. It will be led by a single organization, the LO, with the ability to ensure all programs under the COA are focused on achieving the core objectives, previously mentioned.

Meetings will be conducted not less than quarterly by the CMC; not less than one meeting will be an “in- person” meeting, preferably the year-end program review, at the location specified by the Cooperative Agreement Manager (CAM).

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

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

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

1. Changes in the scope or the objective of the program or IPP/APP;
2. Changes in the Program Description or Individual Program Administrators specified in the IPP/APP;
3. The need for additional Federal funding; and
4. Any subaward, transfer, or contracting out of substantive program performance under an award, unless described in the IPP/APP.

ARTICLE 2 CHANGES IN CONSORTIUM MEMBERSHIP

For purposes of Article 2, "days" means calendar days.

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

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

Consortium Members acknowledge that the Consortium Membership may change during the course of the COA. Thus, the Consortium Members agree:

2.1. Resignation of the LO

The LO, due to its extensive role and involvement, will be required to provide a minimum 180 days' notice of its intent to resign or withdraw from the Consortium. Written notification by the LO of its intent to resign or withdraw must be made at a quarterly CMC Meeting at which time, the 180 day period of succession will begin. Over the following 180 days, the LO will make diligent efforts to transfer its assigned Consortium tasks and results to the Members and the new LO. Voting of a new LO will take place within 30 days of notice of the LO's intent to resign or withdraw, at which time designation of a new LO will be accomplished by a simple majority vote of the CMC. Final designation of a new LO will be subject to the approval of the Agreement Officer in coordination with the CAM. First consideration to this replacement will be given to remaining Members. If a successor LO cannot be found within the remaining Members (e.g., the remaining Members are unwilling or unqualified), the Members will seek out, investigate, negotiate with, and approve an LO from outside the Consortium. In all cases, the CAM will participate in the transition/approval process. The CMC may meet as frequently as every 30 days during the succession period of the LO in an effort to make a smooth transition. Actual and reasonable costs incurred, including non-cancellable commitments before the effective date of resignation or withdrawal and not incurred expressly in anticipation of the action, may be paid to the resigning Member. The resigning Member shall provide a replacing Member with a fully paid, royalty free, nontransferable, non-exclusive world-wide license to use its Consortium Intellectual Property solely for the performance of the transferred tasks and results.

2.2. Resignation of Other Consortium Members

Any Member (except the LO) may resign without penalty or risk from the Consortium at will upon ninety (90) days prior written notice to the CAM. During the ninety (90) day notice period, the resigning Member shall conclude its efforts in an orderly manner so as not to adversely impact the Consortium objectives. Actual and reasonable costs incurred, including non-cancellable commitments before the effective date of resignation or withdrawal and not incurred expressly in anticipation of the action, may be paid to the resigning Member. A resigning

Member shall make diligent effort to transfer its assigned Consortium tasks and results to the Member(s), if any, designated by the CMC to replace the resigning Member in performing such tasks. In the event such transfer effort extends beyond the 90-day period, then, upon approval of the AEOP COA Program Director, actual and reasonable costs properly incurred, in order to affect the transfer and not incurred expressly in anticipation of the action, may be paid to the resigning or withdrawing Member. The resigning Member shall provide a replacing Member with a royalty free, nontransferable, non-exclusive license to use its Consortium Intellectual Property solely for the performance of the transferred research tasks and results.

2.3. Removal of a Member

The CMC may by a simple majority vote, remove a Member from the Consortium with a thirty (30) day written notice to that Member for any of the following reasons:

- a) If that Member is not performing the tasks assigned to it under the COA;
- b) If that Member commits a significant violation of these Articles;
- c) If that Member is not reasonably cooperating with the Consortium and its Members in activities contemplated by these Articles; or
- d) If, due to the length of the proposed period of performance, including option years, the program or direction of research evolves such that a Member's expertise no longer fits the program requirements.

Should a Member be removed, all actual and reasonable costs incurred by the Member up to and including the date of removal may be reimbursed.

2.4. Addition of New Members/Change in Membership Status

The CMC may admit new Members or change an existing Member's status (e.g., Member to LO or vice versa) to the Consortium, subject to the approval of the CAM, as it relates to the AEOP COA program. The admission of a new Member or the change in status of an existing Member shall become effective upon:

- a) A simple majority vote of the CMC;
- b) Written approval by the CAM of the potential new Member or the change in status of an existing Member;
- c) Execution by the new Member of an amendment to these Articles signifying their participation or, in the case of the change in existing membership status, executing an amendment, as appropriate, to these articles recognizing their new status;
- d) The new Member becoming a signatory to the COA with all amendments effective at the time of becoming such; and
- e) U.S. Army Contracting Command – Aberdeen Proving Ground approving an amendment to the COA to show the addition of the new Member or change in status of an existing Member.

The Agreements Officer, in coordination with the CAM, will be notified of and have final approval authority for Member changes to the COA.

ARTICLE 3 FINANCIAL, PERSONNEL, FACILITIES, AND REPORTING RESPONSIBILITIES

3.1. Financial Responsibilities

Through execution of these Articles, the Members authorize the LO to receive and disburse Agency funds on behalf of the Consortium. The LO maintains Defense Contract Audit Agency (DCAA)/Defense Contract Management Agency (DCMA) audited and accepted accounting, invoicing, and purchasing systems. As a non-profit organization, the LO will submit a copy of the OMB Circular A-133 report to their cognitive DCAA/DCMA office and Administrative Contracting Officer.

The LO shall document Consortium performance through the issuance of a consolidated monthly report to the CAM. Consortium Members are responsible for timely submission of appropriate documentation to the LO to allow for the generation of this report. Unless agreed upon otherwise, Monthly Status Reports are due to the LO no later than the 8th calendar day of each month; the LO will submit to the CAM by the 15th calendar day of each month.

Performance and Financial Annual reports are due in accordance with Attachment 4 of the PA Solicitation. Annual reports are due January 30th – 30 days after the end of the reporting period end date of December 31st. The final report is due ninety (90) days after the COA expires or is terminated. Members recognize that failure to submit timely reports may result in payment delays or reductions in program funding. The IPP and the APP will serve as the baseline for funding disbursements. Funding disbursement is dependent upon the availability of Government funds. It is understood that the Government's liability to make payments to the Consortium is limited to only those funds obligated under the COA. Individual Members are responsible for the distribution of funds to their respective subawardees.

To minimize interruption of effort due to lack of funds, Members must notify the LO, in writing, and the LO shall notify the Agreement Officer in writing whenever the incurred and expensed cost to date when added to anticipated costs for the next sixty (60) days will exceed 75% of the obligated to date under this agreement.

All salary and travel costs associated with the rotation of Government personnel will be borne by the Government. All salary and travel costs associated with staff rotations of Consortium Members will be funded under the COA or may be provided by the Consortium Member as cost-share.

Journal Articles are strongly encouraged.

3.2. Personnel Responsibilities

Each Member shall make a good faith effort to provide those personnel identified in their respective proposal for the execution of tasks as defined therein and subsequently in the Program Plans. This commitment shall include, but not be limited to:

- 3.2.1 The ability to execute fundamental elements at a Government approved or designated location or at Member facility.
- 3.2.2 The ability to make available reasonable and adequate office facilities and administrative support (telephone, personal computer, etc.) for Consortium Members, as well as RDECOM or Government personnel, performing research or technology transfer related activities at Consortium Member facilities. Anything above and beyond access to reasonable and adequate office facilities and administrative support is subject to negotiation and shall be reflected in the Program Plans.
- 3.3. Facilities

The Members are committed to making available identified facilities for the execution of fundamental element tasks as defined in their AEOP COA Proposal and the Program Plans. Such availability shall include, but not be limited to, reasonable facilities access for Consortium Members to support AEOP Program efforts at the Member's facility at times and places agreed to in advance so as not to disrupt other work. A schedule of such facilities usage shall be included in the Program Plans. Changes to this schedule shall be made with written notification to and approval of the CAM. This schedule should also include any costs for such facilities usage that are expected to be born under the COA. By signing these Articles, the Members agree to comply with all the applicable safety, environmental, security, and operational regulations and policies while performing AEOP COA efforts at each Member's facility.

3.4. Reporting Responsibilities

Consortium Members acknowledge the program reporting requirements set forth in the COA. The LO, through its role in the CMC, is responsible for submitting all reports to the CAM. Report contents are dependent upon timely and accurate submissions from the Consortium Membership; all Consortium Members pledge to exercise a good faith effort to submit timely and accurate report data as necessary.

ARTICLE 4 INTELLECTUAL PROPERTY

For purposes of Article 4, Consortium Members and Subawardees are defined as "Participants." Success of the AEOP COA is dependent on the establishment and maintenance of a collaborative environment that encourages and facilitates the sharing of intellectual property while providing adequate protection of ownership rights. Per the COA, the U.S. Government (USG) shall obtain "Government Purpose Rights" to Intellectual Property developed in the course of performing under the COA. (See 37 CFR Part 401, Rights to Inventions made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, included by reference in the COA).

RDECOM does not waive the right to obtain, reproduce, publish, or otherwise use the data first produced under this award or to authorize others to receive, reproduce, publish, or otherwise use such data for Government purposes.

Participants will cooperate with RDECOM in all reasonable respects to perfect the USG's rights. "Government Purpose Rights" do not include commercial application. (See Attachment 1 to the PA).

Members will cooperate with RDECOM in transferring or otherwise making available rights to Consortium Intellectual Property for USG purposes.

In addition to the Intellectual Property Rights contained in 32 CFR 32.36 or 32 CFR 34.25 as applicable, incorporated by reference into this Agreement, the Members recognize that this program may result in intellectual property that is generated by the Recipient or Sub-Recipient personnel and Government personnel. Should this occur, the Members agree to use their best efforts to mutually agree to an equitable distribution of intellectual property rights and distribution of filing fees or other administrative costs. Should the Members reach an impasse in determining the distribution of intellectual property rights, the Members shall resort to the Disputes, Claims, and Appeals Process as set forth at 32 CFR 22.815. (See also alternative Dispute Resolution at Attachment 8 Article 21 incorporated from the COA into each members subaward agreement.)

4.1. Intellectual Property

"Intellectual Property" refers to intangible personal property to include, but not limited to, copyright, patents and patent applications, trademarks, technical data, and software rights.

4.2. Consortium Intellectual Property

"Consortium Intellectual Property" means that Intellectual Property made or created by a Participant in the course of performing tasks under the AEOP COA with Consortium funding, which may include Government funding and / or Consortium cost share recognized in the subject COA. The referenced tasks shall be those tasks that are specified in the COA, to include the IPP and APP.

4.3. Excluded Intellectual Property

"Excluded Intellectual Property" means Intellectual Property that is made or created by a Participant outside of the course of performing tasks under the AEOP COA.

4.4. Non-Exclusive License to Members

Each Participant hereby grants to all other Participants a nonexclusive, royalty-free, non-sublicenseable, non-assignable (non-transferable) license to Consortium Intellectual Property for the limited purpose of performing tasks under the AEOP COA.

4.4 Ownership

Each Participant has the option to retain sole title and ownership to Consortium Intellectual Property created solely by its employees. Consortium Intellectual Property made or created jointly among Participants shall be jointly owned by such Participants.

4.5 Patents

4.5.1 Patent Filing-Solely Owned Inventions – Each Participant electing to retain sole title to inventions made solely by its employees shall be subject to the obligations and conditions set forth in 37 CFR Part 401.

4.5.2 Patent Filing-Jointly Owned Inventions – In the event that an invention is jointly made by employees of more than one Participant ("Inventing Participant") during the performance of the COA:

- Each Inventing Participant electing to retain title to the ownership interest it received through its employees shall be subject to the obligations and conditions set forth in 37 CFR Part 401;
- Said Inventing Participant(s) shall jointly determine whether an application for patent shall be filed on such joint invention, the identity of the Participants who will prepare and file such application, and the countries in which such application will be filed;
- Unless otherwise agreed by the Inventing Participants, the actual out-of-pocket expenses of patenting such joint invention shall be divided equally between the Inventing Participants, provided that, when one Inventing Participant elects not to share equally in the expenses, the other Inventing Participant(s) shall have the right to seek or maintain such protection for such joint invention at its (their) own expense and shall be granted by the non-paying Inventing Participant full control over the preparation, prosecution, and maintenance of the patent application and issuing patent, even though title to any issuing patent will be jointly owned.

4.5.3 Disclosure and Prosecution of Participant Inventions – An Inventing Participant will report in writing to the LO, or designee, each Subject Invention within three (3) months after the Inventing Participant inventor discloses it in writing to the Inventing Participant's personnel or office responsible for patent matters, or within six (6) months after the Inventing Participant becomes aware of the Subject Invention, whichever is earlier.

At the time of such reporting, the Inventing Participant will provide the LO with a copy of such invention disclosure along with an abstract of the Subject Invention. The LO, or designee, will report the invention to the CAM, or another entity, as provided in the COA. Any Participant may obtain a copy of the above disclosure from the LO, or designee, and will respect the inventions confidentiality.

An Inventing Participant will also notify the LO, or designee, of any publications, sale, offer for sale, or public use of the Subject Invention and whether a manuscript has been submitted for publication at the time of the disclosure, or anytime thereafter with the filing of a patent application. An Inventing Participant will also notify the LO, or designee, promptly of any filing of a patent application, decision not to file, pay

maintenance fees, continue prosecution, or defend in reexamination or opposition proceeding any patent or patent application or a Subject Invention.

4.6 No Accounting

Subject to the licenses granted or to be granted according to the terms of these Articles, or any separate written agreement to the contrary, each Inventing Participant shall have the right to license its solely owned or jointly owned Consortium Intellectual Property to any third party, independently and at such royalty rates and upon such terms and conditions as it may determine. All royalties resulting from such licensing may be retained solely by the licensing Participant(s) without a requirement for accounting to any other Participant, unless otherwise negotiated. Jointly created copyrightable works shall be jointly owned; Intellectual Property inventions jointly made or generated by more than one Member shall be jointly owned by the Members unless otherwise agreed to in writing.

4.7 Obligation to Negotiate

All Inventing Participants agree, to the extent rights are available, to negotiate with other Participants licenses for consideration with reasonable terms and conditions to Consortium Intellectual Property which they own, solely or jointly, for purposes other than performance of tasks under the COA.

ARTICLE 5 INFORMATION EXCHANGE GUIDELINES

For purposes of Article 5, Consortium Members and Subawardees are defined as "Participants." WHEREAS, each of the Participants has technical expertise pertaining to certain intangible property including, but not limited to: inventions, reports, technical data, computer software, computer codes, designs, trade secrets, marketing, and proposal pricing information related to the AEOP Program which is appropriately considered to be commercially sensitive and proprietary{"Proprietary Information"}; and

WHEREAS, Participants recognize that the success of the AEOP is dependent upon the exchange of said Proprietary Information with other Participants; and

WHEREAS, each Participant agrees to exchange this commercially sensitive Proprietary Information for purposes of performing under the AEOP COA; and

WHEREAS, each Participant may wish to have their Proprietary Information protected from unauthorized use, reproduction, or disclosure;

NOW THEREFORE, the Participants hereto agree to the following Information Exchange Guidelines as follows:

- 5.1. Each Participant agrees that it will, to the extent it protects its own Proprietary Information, but to not less than a reasonable extent, protect from unauthorized use,

reproduction, and disclosure and will not disclose to any person outside its respective company/organization (other than Representatives of RDECOM, other USG agencies, and other Participants as identified herein) or to any person within its respective company/organization not having a need to know for the purposes of the COA, and will not use or reproduce, except for the purposes of this agreement, any Proprietary Information:

- a) Which is disclosed hereunder to such receiving Participant, hereafter known as the "Recipient" of the information, in writing, whether tangible or electronic, and is designated by an appropriate stamp, marking or legend thereon to be of a proprietary, confidential, or commercially sensitive nature to the disclosing Participant, hereafter known as the "Discloser" of the information; or
- b) Which is orally or visually disclosed to such Recipient and is identified at the time of disclosure as being proprietary or commercially sensitive by the Discloser provided that, within thirty (30) days of such oral or visual disclosure, the Discloser reduces the subject matter of the disclosure to a tangible or electronic form properly identified in the manner described above and delivers it to the Recipient.

- 5.2. All Participants acknowledge that the purpose of this Article is to promote the disclosure, and protection, of information which is identified as Proprietary Information by the Discloser of the information.
- 5.3. Each Participant agrees to take appropriate action in accordance with Paragraph 5.1 above, to provide for the protection, safekeeping, and restricted use, reproduction, and disclosure of Proprietary Information received under this COA.
- 5.4. No Participant shall be liable for disclosure of any such Proprietary Information if the same is disclosed by the Recipient with the prior written approval of the Owner.
- 5.5. Notwithstanding the earlier termination of, or expiration of, the term of the COA, Proprietary Information received hereunder shall be protected by a Recipient as required by this Article for a period of five (5) years from the date of receipt thereof or for five (5) years after the expiration date of the Cooperative Agreement (COA), whichever is later.
- 5.6. The standard of care to be employed by a Recipient shall be the same standard of care employed by the Recipient in treating its own Proprietary Information of like sensitivity. However, under no circumstances, shall the degree of care be less than reasonable. Furthermore, immediately upon discovering the loss or unauthorized disclosure of Proprietary Information received, the Recipient shall notify the Owner thereof and take all reasonable steps to retrieve and prevent further disclosure of such Proprietary Information.
- 5.7. In the event and to the extent that Proprietary Information received under the COA: (i) is or becomes publicly available without breach of this Agreement (the "Articles"); or (ii) was, and can be shown by written records to have been, known to the Recipient, free of

any obligation to keep confidential and free of any restrictions on use and disclosure, at the time of its receipt hereunder from the Owner; or (iii) is rightfully received by the Recipient from a third party without breach of other agreements; or (iv) is and can be shown to have been independently developed by employees of the Recipient not having access to such Proprietary Information, or (v) is disclosed by the Owner to any third party, including the USG, without restriction upon its further disclosure, the Recipient shall not be liable for disclosure of such publicly available, known, third party-disclosed, or independently developed or owner-disclosed information. Proprietary Information, if required, may be disclosed pursuant to applicable law, regulation, or court order, provided that the Recipient will use reasonable efforts to afford the Owner an opportunity to limit or restrict such disclosure, or to obtain an appropriate protective/secretcy order with respect thereto.

- 5.8. It is understood and agreed that Proprietary Information received under the Cooperative Agreement (COA) may be disclosed by any Recipient to Army Research Laboratory in support of on-going research or in support of subsequent Program Plans provided the disclosure documentation (medium) containing the Proprietary Information bear restrictive legends such as:

"This document contains trade secrets, commercial, or financial information that is privileged or confidential. The disclosure of such information is prohibited under the Freedom of Information Act (5 U.S.C. Sec. 552) and other statute(s) prohibiting disclosure (*e.g.*, 18 U.S.C. Sec. 1905)."

- 5.9. Proprietary Information received under the COA may be used by the Recipient in the performance of any grant, contract, or other award in the program only as is authorized in writing by the Discloser.
- 5.10. Nothing contained in this Article shall be construed as granting or conferring any rights by license or otherwise in any Proprietary Information disclosed under the COA.
- 5.11. This Article shall benefit and be binding upon the Participants hereto, and the rights and obligations under this Article shall not be sold, assigned, nor otherwise transferred. Notwithstanding the foregoing, a Participant may assign its rights and obligations under the COA in their entirety to the purchaser of substantially all of the Participant's business to which the subject matter of this Article relates, subject to approval of RDECOM and subject to return of any Proprietary Information of another Party which objects to transfer of its Proprietary Information to the assignee.
- 5.12. NO PARTY TO THIS AGREEMENT (the "Articles") SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE TO THE SUBJECT MATTER OF THIS AGREEMENT.

CONFLICT OF INTEREST

An organizational conflict of interest may exist if an individual or organization has activities or relationships with another person or organization:

- Is unable or potentially unable to render impartial assistance or advice to the Government, or
- The person's or organization's objectivity in performing the contract work is/or might be impaired, or
- A person has an unfair competitive advantage.

It does not include the normal flow of benefits from incumbency.

For purposes of this COA and the Articles, the rules and intent of 32 CFR 32.42 and 32.43 will apply.

The Consortium Members performing work under this COA may receive, have access to, or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interest (OCI).

Members shall be alert to OCI as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.

The affected Consortium Member shall notify the LO who will work with the Agreements Officer whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Agreements Officer to avoid or mitigate any such OCI. The Consortium Member's mitigation plan will be determined to be acceptable solely at the discretion of the Agreements Officer. In the event the Agreements Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Agreements Officer may affect other remedies as he or she deems necessary, including prohibiting the Consortium Member from participation in subsequent program requirements, which may be affected by the OCI. The Agreements Officer's determination regarding the adequacy of the mitigation plan or the possibility of mitigation are general decisions made solely at the discretion of the Government and are not subject to the Claims, Disputes, and Appeals clause of the COA. The Government may terminate the COA if the Consortium Member fails to

implement and follow the procedures contained in any approved mitigation plan. (AEOP COA OCI Provision for additional guidance on Conflicts of Interest).

ARTICLE 6 MODIFICATIONS OR AMENDMENTS TO THE ARTICLES OF COLLABORATION

Any Party who wishes to modify these Articles will, upon reasonable notice of the proposed modification or amendment to the other Members, confer in good faith with the Members to determine the desirability of the proposed modification. Proposed amendments from Consortium Member must be coordinated through the LO (the signer of the Articles Agreement and the COA). Modifications will be subject to a vote in accordance with the Consortium Membership Voting Structure.

Amendments will not be effective until a written amendment is signed by the Articles Agreement signatories or their successors. Administrative amendments may be unilaterally executed by the Agreements Officer or by the Agreements Administrator.

ARTICLE 7 TERM OF THE AGREEMENT

The term of these Articles will commence upon the date of execution of these Articles based on the award of the COA and continue through the completion or termination of the Consortium's COA with RDECOM. The basic term of the COA is ten (10) years.

ARTICLE 8 DISCLAIMER OF WARRANTIES AND CERTAIN LIABILITY

8.1. No Warranties

Except as explicitly set forth in these articles, the Members disclaim any warranties including any implied warranty of merchantability or fitness for a particular purpose for actions, omissions, technical information, data, or products developed in pursuit of the objectives of the Consortium.

8.2. Relationship of the Members

The Members are bound to each other by duties of good faith and reasonable efforts in achieving the goals of the AEOP COA. Joint and severable liability shall not attach to the Members. Therefore, no Member shall be responsible for the acts or omissions of another Member, but shall be only responsible for its own actions.

8.3. Liability Disclaimer

Members disclaim any liability for consequential, indirect, or special damages. In no event shall a Member's liability under these Articles exceed the funding it has received from the Agency up to the time of incurring such liability.

8.4. Property Liability

No Consortium Member shall be liable to another Member for any property belonging to the latter that has been consumed, damaged, or destroyed in the performance under the COA, unless it is due to the negligence or misconduct of the former Member or an employee or agent of same.

ARTICLE 9 WAIVER OF RIGHTS

Any waiver of any requirement contained in these Articles shall be by mutual agreement of the Consortium Members, subject to the approval of RDECOM. Any waiver shall be reduced to writing and a copy of the waiver shall be provided to each Member. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Member hereto.

ARTICLE 10 SEVERABILITY

If any clause, provision, or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections herein and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision, or section had not been contained herein.

ARTICLE 11 FORCE MAJEURE

No Member shall be in breach of this Agreement for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that Member. In the event such a force majeure event occurs, the Member unable to perform shall promptly notify the other Members and shall in good faith maintain such partial performance and resume full performance as soon is reasonably possible.

ARTICLE 12 COMMUNICATION

Any notices or other communications required or permitted thereunder shall be deemed sufficiently given if hand-delivered, delivered electronically (i.e., email) with verification of receipt, sent by overnight carrier, or by certified first class mail postage prepaid to the following address for each Member:

The design and the organizational structure of this Consortium reflects the membership as suggested in the AEOP solicitation and is reflected in these “Articles of Collaboration”; however the operational aspect is far more complex.

The goal of having a consortium of this nature is not simply to reach the goal of outreach and a coherent effort, but to exceed the individual work of existing programs by joining forces. As the LO, Battelle views the consortium as an opportunity to capitalize on bringing these partners together to learn from each other, inform each other of their best work, to refine their programs based on the ongoing formative evaluation that is contemplated and to build the capacity of the programs to increase their quality year over year. While each can marginally improve individually; the entire portfolio of work can dramatically improve through our collaborative

efforts if we build upon the knowledge generated through all of the consortium's efforts. To accomplish this, the LO will expect more than legal obligations and compliance. To achieve "real" collaboration, all members agree to:

- Participate in facilitated knowledge sharing in good faith
- Seek to respond to the requests for discussion in a timely fashion
- Together identify areas of program improvement across the portfolio
- Determine how to integrate program refinements based on formative evaluation results; with such changes showing themselves within consortia dialogue, APP and mid-year program operational or technical adjustment (following approvals and protocols contained in the articles and agreements of the grant)
- Agree to use educational best practice and align to high expectations educational standards in all they do (for example, Common Core Math & English Language Arts, Next Generation Science Standards, etc.)

Battelle's, as the LO, seeks to create synergy rather than bureaucracy, Battelle will strike a strong collaborative leadership approach that both holds programs accountable for results and prizes and facilitates authentic ongoing collaboration and dialogue. Battelle's infrastructure support will identify the convening, facilitation and dialogue approach that is both attractive to individual programs and productive for consortia results.