

Border Security Technology Consortium (BSTC)

MEMBERSHIP APPLICATION

- 1. This Membership Application is made by (“Applicant” -- the signing organization) to the Border Security Technology Consortium (“BSTC”) organization. Applicant agrees that it will review and sign the BSTC Articles of Collaboration. Consideration of the Applicant for BSTC membership will not be made until Applicant reviews and signs the BSTC Articles of Collaboration.

- 2. Applicant, by signing this Application, represents that the information herein is a complete, true and correct statement of Applicant’s organization. Applicant agrees to disclose immediately to the BSTC Executive Director any changes affecting Applicant’s representation that it meets the requirements of membership.

- 3. Applicant agrees that the BSTC Executive Committee has the right to accept or reject Applicant in its sole discretion if such Committee determines that Applicant does or does not meet the membership requirements contained in this Application or the BSTC Articles of Collaboration. The BSTC Executive Director will notify Applicant within a reasonable time of Applicant’s membership status, and if Applicant is rejected for membership, the reason for the rejection.

- 4. Is the applicant a United States Company?

Yes No

- 5. Is Applicant operating under Foreign Ownership, Control, or Influence (FOCI)?

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

Yes No

If Yes:

- a) Applicant must attach a letter from the Defense Security Service (DSS) verifying that it has an approved plan, special security agreement, or other DSS-approved instrument in place for negating or mitigating the risk of foreign ownership, control or influence; **or**,

- b) If Applicant does not have a DSS-approved mitigation instrument in-place, Applicant must submit a signed copy of Attachment B – Export Compliance Acknowledgement Form.

6. Applicant with full membership privileges agrees to provide proof of the required facility and personnel clearance prior to award of any classified project activity.
7. Applicant represents that it is eligible to contract with the United States Government, i.e., Applicant is not debarred or suspended by the United States Government.
8. Applicant represents the following:
 - a. It has an interest in the research and development of border security technologies,
 - b. It is capable of making a technical contribution to the advancement of border security technologies,
 - c. It is willing to support the BSTC as a fundamental instrument for the advancement of border security technologies in the United States.
9. Applicant with full membership privileges agrees that it will remain a “member in good standing” in accordance with the requirements specified in the Articles of Collaboration.
10. Applicant’s legal corporate/organization name:

Affiliate of current member (Indicate current member organization, if applicable):

11. Applicant DUNS Number:

For a DUNS please visit: <http://fedgov.dnb.com/webform> (click begin DUNS Search/request process)

12. Applicant CAGE Code:

For a CAGE code you will need to register in <https://www.sam.gov/SAM/> by creating a new user account. Your CAGE code will then be automatically assigned.

13. Address of Applicant’s principal offices:

Street Address

City, State, Zip

Phone number

14. Primary Point of Contact:

The primary point of contact will be responsible for approving all additional requests for access to the Members Only site.

Name

Title

Phone Number

Work Email

15. Financial Point of Contact (if different from above):

Name

Title

Phone Number

Work Email

16. Secondary Point of Contact:

Name

Title

Phone Number

Work Email

17. Is applicant currently considered a "Non-traditional Government Contractor"?

Traditional

Non-traditional

A nontraditional government contractor means an entity that is not currently performing and has not performed, for at least the one-year period prior to the date of this application, any contract or subcontract for the federal government that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section.

Additional info regarding cost accounting standards can be found [here](#).

18. Applicant is a (check all that apply):

- | | | | |
|----------------------|--|------------|----------------|
| For Profit Business | Minority Owned Business | Non-Profit | Not-For-Profit |
| Academic Institution | Woman Owned Business | US Owned | Subsidiary |
| Foreign Firm | Under Special Security Agreement (SSA) | | |

19. Applicant Size (select one):

Large Business (\$5B or greater worth)

Mid-size Business (less than \$5B worth)

Small Business, as defined by [Small Business Administration](#) (SBA)

20. Core Business Areas/Focus:

21. R&D Highlights/Projects:

22. BSTC Website Capabilities Statement:

On an attached page, please provide a short description of the Applicant’s business as it may apply to research and development in the border security technology field. Include in that description any additional capabilities or interests the Applicant has that may be applicable to border security technology.

(Note: It is intended that once accepted, the information provided in the attached description and capabilities statement will be posted on the BSTC public website for other members to use in establishing potential collaboration opportunities.)

If Applicant does not want this information posted on the website, check here:

Acknowledgement and signature:

23. Applicant acknowledges that it has read and understands the Application and the Articles of Collaboration, to which the applicant agrees to meet its obligation, in its entirety, and is undertaking and has caused this Application to be signed by its duly authorized representative on the date set forth below. By signing this Application, Applicant certifies and represents that (1) the information provided in this Application and any attachments hereto is a current, complete, true and correct statement of Applicant’s organizational structure and affiliations as of the date of signing and (2) agrees to the terms and conditions of the BSTC *Articles of Collaboration (AOC)*, including its obligations contained therein.

Applicant Name (Company Name):

Authorized Representative Printed Name:

Title:

Authorized Representative Signature:

Date:

Application submission:

Please email all required documents to BSTC Consortium Management Firm
BSTCConsortiumManagementFirm@ati.org.

Direct any questions to:

Mr. Merv Leavitt

571-814-8345

merv.leavitt@ati.org

Membership Application Checklist:

This checklist should be used as a guide to verify all required documents for BSTC membership are sent to
BSTCConsortiumManagementFirm@ati.org.

Signed Application

Capabilities Statement (See section 22)

If operating under FOCl, submit your DSS-approved mitigation instrument or a signed copy of Attachment B.

Attachment A

Border Security Technology Consortium (BSTC)

ARTICLES OF COLLABORATION

These Border Security Technology Consortium (BSTC) Articles of Collaboration (“Articles”) made as of the 16th day of October 2019 (the “Effective Date”) supersedes the BSTC Articles of Collaboration made as of the 13th day of July, 2012, by, between, and among the following parties:

The current BSTC Membership Listing is available at the following website: <https://bstc.ati.org>.

WHEREAS, the Government has expressed an interest in collaborating, with a focus on nontraditional defense contractors and small businesses, in research and development leading to development and maturation of prototype projects for critical border security technologies to enhance the U.S. Department of Homeland Security’s border protection capabilities;

WHEREAS, the BSTC members wish to collaborate to provide quick and efficient delivery of critical border security technologies to enhance the U.S. Department of Homeland Security’s border protection capabilities to be conducted in partnership with the Government and BSTC members;

WHEREAS, the BSTC members concurrently wish to develop, sustain and expand their collective technical superiority;

WHEREAS, the BSTC members wish to provide a unified and compelling message regarding the strategic importance of border security technologies in current and future systems;

WHEREAS, the BSTC members wish to define programs and obtain program funding that is focused on the development, demonstration and transition of key technologies that will result in current border security system improvements or the fielding of new systems;

WHEREAS, the OT Agreement provides, among other things, for the grant of certain rights and obligations arising out of the research programs and projects conducted by the Government and the BSTC members pursuant to these Articles;

WHEREAS, the BSTC Members are entering into these Articles in order to provide for (i) a consortium to conduct research, development, and prototyping of projects and programs through an Other Transaction Agreement or other agreements, (ii) their respective rights and obligations as a Member of the consortium, and (iii) administrative matters pertaining to the conduct of activities as Members of this consortium;

WHEREAS, each BSTC member reserves their right to review and accept any government agency or department agreement specific terms prior to any active participation in any BSTC project described herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in these Articles, the BSTC Members agree as follows:

DEFINITIONS

HEREINAFTER the following definitions apply:

Affiliate means, with respect to a specified Member that is a signatory to these Articles, any corporation, company, partnership, joint venture and/or firm which now or hereafter has some control, is controlled to some extent by or is under some common control of such specified Member. For purposes of this definition, "some control" shall mean (i) in the case of corporate entities, direct or indirect ownership of at least a minority share of the stock; and (ii) in the case of non-corporate entities, direct or indirect ownership of at least a minority equity interest with the power to influence the management and policies of such non-corporate entities.

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

Base Agreement means the agreement between the BSTC Consortium Management Firm and the BSTC Member organization which serves as the baseline agreement for all future Project Agreements. The Base Agreement flows down applicable terms and conditions from the OTA between the Government and the BSTC.

BSTC means the Border Security Technology Consortium, which is made up of consortium Members from industry, academia, and non-profit organizations pursuant to these Articles.

Consortium Management Firm (CMF) refers to the organization acting on behalf of the BSTC (not as an agent of any individual Member) to negotiate, execute and administer the BSTC's efforts under an OTA. The Consortium Management Firm's purpose is to perform the specific Consortium Management duties as specified in the OTA between the Government and BSTC, as well as provide support to the operations of BSTC as determined by the BSTC Executive Committee. The Consortium Management Firm will be prohibited from performing prototype research under the OTA.

Member or Members means respectively an individual BSTC Member organization or the BSTC Member organizations collectively that are signatories to the BSTC Articles of Collaboration.

Nontraditional Government Contractor has the same meaning as the term nontraditional defense contractor in 10 U.S.C. § 2302(9). Nontraditional government contractor means an entity that is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by the Federal Government for the procurement or transaction, any contract or subcontract for the Federal Government that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section. A nontraditional government contractor can be at the prime level, team members, subcontractors, lower tier vendors, or "intra-company" business units; provided the business unit makes a significant contribution includes supplying new key technology or products, accomplishing a significant amount of effort, or in some other way causing a material reduction in the cost or schedule or increase in the performance. Nontraditional government contractors will be required to provide a DUNS number.

Other Transaction Agreement or OTA means the agreement which is entered into by the Government and the CMF on behalf of the BSTC.

Project Agreements refer to agreements issued by the Consortium Management Firm, under the terms of the Base Agreement, for a specific project.

Management Service Agreement or MSA is the agreement between the Border Security Technology Consortium and Advanced Technology International for the purpose of providing professional management services necessary for effectively managing the business affairs of the BSTC.

ARTICLE 1: OBJECTIVES

The BSTC shall operate with the following principal goals: (i) to develop various border security capabilities such as but not limited to monitoring, surveillance, communications, fencing and infrastructure, and other supporting technologies that advance the state-of-the-art; (ii) to improve U.S. industry, government and academia capabilities to sustain U.S. border protection in the research, development, engineering and production of border security - related systems; and (iii) to insert these technologies into legacy and developmental platforms as quickly and efficiently as possible. Through the BSTC established by these Articles, Members may propose and perform research, development and engineering activities, in cooperation with the Government, to address the Government's long range science and technology objectives.

The following are the specific objectives of the collaborative effort between the Members and the Government:

- Establish sound technical and programmatic performance goals based on the needs of the user;
- Develop information which will allow the Government to create and maintain a Border Security Technology Plan that defines performance goals and maximizes the utilization of the Government, industry and academia team's capabilities;
- Provide a unified voice for effectively articulating the strategically important role border security technologies play in current and future border protection systems;
- Collaboratively and collectively provide the Government with input and advice on non-proprietary, non-confidential technical concepts and issues;
- Create programs and secure funding focused on the development of key technologies and border security systems improvements;
- Effectively develop critical technologies that can be rapidly and affordably transitioned to the end user, including but not limited to the following domain of capability areas: surveillance and monitoring; identification and assessment; targeting and intelligence; communications and information management; apprehension, detention, seizure and removal; and other border security – related capabilities;
- Enter into an the OT Agreement with the Government to provide the Government assistance and expertise in developing and executing border security endeavors by performing certain research and development (including prototype projects) in the area of border security, to be conducted in collaboration with the Government and the Members. The Members hereby establish collaborative research efforts of limited duration to gain further knowledge and understanding of border security technologies required as more particularly described or identified in the OT Agreement with the Government for the purposes as set forth therein.

ARTICLE 2: CONSORTIUM MEMBERSHIP

Membership. The BSTC will be open to and include Members from industry, academic research institutions, and non-profit organizations. The Members adopt a non-exclusive, open membership policy. The Members will include additional Members in accordance with the provisions contained in the BSTC Articles of

Collaboration. Any Members, regardless of when they join the BSTC, shall enjoy the same rights and incur the same obligations as any other Member hereunder. Membership in the BSTC will become effective upon approval of the membership application.

Membership Dues. BSTC Members will pay non-refundable annual dues every January 1st in the amounts listed as follows: \$1,000 for large and mid-size businesses and \$500 for all others (small businesses, academic institutions, and nonprofits). New Members will pay pro-rated dues payable upon initial acceptance of membership and then annual dues thereafter. The pro-rated dues structure, based upon the date of initial application acceptance, is as follows:

Large & Mid-size Businesses:

- a) January through March - \$1000
- b) April through June - \$750
- c) July through September - \$500
- d) October through December - \$250

All others:

- a) January through March - \$500
- b) April through June - \$375
- c) July through September - \$250
- d) October through December - \$125

Small Business Administration (SBA) size standards will be used to determine business size. Small business size standards define the largest that a business concern, including all of its affiliates, may be and yet qualify as a small business concern for SBA and most other federal programs. Large businesses (\$5B or greater worth), mid-size businesses (less than \$5B worth).

Project Award Assessment. In addition to any initial and annual dues that all Members of the BSTC are required to pay, each BSTC Member Organization receiving a Project Agreement under an OTA executed between the Government and the BSTC is subject to an award assessment. This award assessment shall not exceed one percent (1%) of the authorized contract value. This assessment percentage will be evaluated by the BSTC Executive Committee on a periodic basis and may be adjusted from time-to-time in order to maintain a reasonable BSTC operating reserve.

Obligations to be a Member in Good Standing.

- a) Current (no greater than 60 days past due) on membership dues
- b) Current (no greater than 60 days past due) on any project award assessment

Only members in good standing will be permitted to respond to solicitations for project awards.

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

- a) Be a U.S. firm or institution organized or existing under the laws of the United States, its territories, or possessions. For the purposes of this Agreement, any agency or instrumentality of a foreign government and firms, institutions or business organizations that are owned or substantially controlled by foreign governments, firms, institutions or individuals, may only be considered for membership on a case-by-case basis through exception granted by the BSTC Executive Committee, with the concurrence of the relevant Government Program Office.
 - If Applicant is a Corporation with subsidiaries or affiliates, Applicant's membership will include its wholly-owned and controlled and majority-owned and controlled U.S. subsidiaries and affiliates who qualify as a U.S. person under the ITAR.
 - Any other subsidiaries or affiliates may not participate in the BSTC unless and to the extent approved by the Executive Committee upon a request by the Government.
- b) Not be barred from contracting with or receiving funds from the United States Government;

- c) Clearly demonstrate in their membership application that they are capable of making a technical contribution to the advancement of border security related technology;
- d) Contribute their respective talents and resources to the BSTC for activities such as periodic meeting attendance, committee and subcommittee participation, and other activities as may be appropriate;
- e) Not transfer membership to any third party;
- f) Provide all cost and technical data as required in any BSTC solicitation to which it responds
- g) Abide by the terms of the Base Agreement.

ARTICLE 3: CONSORTIUM GOVERNANCE

Executive Committee. The affairs of the BSTC shall be governed by an Executive Committee which shall not exceed eleven (11) elected representatives from Member organizations, each to serve for a term of three (3) years. The Executive Committee shall be composed of, at a minimum, of one (1) representative from each of the following: a large business (\$5B or greater worth), mid-size business (less than \$5B worth), small business (as defined by SBA) or non-profit, and academia. The Executive Committee Officers shall include a Chairperson, a Vice-Chairperson, and a Treasurer, to be elected by the Executive Committee. The Executive Committee will establish an annual rotation cycle of approximately one-half of the committee members. The Executive Committee will assume responsibility for implementing firewalls or such other measures to protect competitively sensitive information of the Members and to avoid and mitigate potential organizational conflicts of interest. The oversight of such duties may be transferred to the Consortium Management Firm.

Any person serving on the Executive Committee may be relieved of his/her position at any time for cause or for no cause by a two-thirds (2/3) vote of the BSTC Executive Committee Members. Unless stated otherwise in these Articles, decisions of the Executive Committee shall require a majority vote of the committee members that are present.

BSTC Executive Committee members do not have access to member's proprietary data, are not provided advance insight of potential government solicitations, and do not have advanced insight of source selection decisions made by the Government.

Election of the Executive Committee. Elections to replace the Executive Committee members whose terms are expiring, or if a position becomes vacant, will be conducted electronically. The CMF shall preside over elections. The CMF will solicit nominations for the Executive Committee members sixty (60) days prior to each election cycle, citing incumbent Executive Committee members whose terms are expiring and any special organizational requirements for nominees. Incumbent Executive Committee members may be nominated and re-elected to successive terms, provided the organizational status of the organization they represent remains unchanged. Any member may nominate an individual to the Executive Committee. All nominees must be employed by a "Member in Good Standing" organization as defined in these Articles. The Executive Committee will review all nominee applications to determine if the nominees meet nomination requirements. If during their term, an Executive Committee member is no longer willing or able to serve on the Executive Committee, or if an Executive Committee member's organization withdraws from the Consortium the vacated position will remain unfilled until the next general election cycle. Upon completion of the election process, the new Executive Committee member will serve for the remainder of the term for the vacancy they are filling.

Voting Procedure. The voting shall be by electronic ballot, by one authorized representative from each "Member in Good Standing." Tabulation of ballots will be conducted by the Consortium Management Firm immediately following the close of balloting. The nominees in each category with the highest number of votes shall be elected to serve on the Executive Committee. The period for conducting elections should not exceed 30 days.

Chairperson. The Chairperson shall preside over all meetings of the Executive Committee, performing all duties customary to that office and supervising and controlling all of the affairs of the Executive Committee in accordance with policies and directives approved by the Executive Committee. The Chairperson shall be authorized to sign the OT Agreement and subsequent modifications to the OT Agreement, on behalf of the BSTC.

Vice-Chairperson. The Vice-Chairperson shall act under the direction of the Chairperson and in the absence or disability of the Chairperson shall perform the duties and exercise the powers of the Chairperson. The Vice-Chairperson shall perform such other duties and have such other authority as the Executive Committee may from time-to-time prescribe by standing or special resolution, or as the Chairperson may from time-to-time provide, subject to the authority and the supervision of the Executive Committee. The Vice-Chairperson is authorized to sign the OT Agreement and subsequent modifications to the OT Agreement, on behalf of the BSTC, in the absence of the Chairperson.

The Vice Chairperson shall also be responsible for the communication of BSTC matters. As such, the Vice chairperson is responsible for the development of an annual communications plan, reviewing and approving all press releases and advertising, and all actions regarding public relations (e.g., trade shows, certain trade association interfaces, etc.).

Treasurer. The Treasurer shall act under the direction of the Chairperson as the financial representative responsible for making financial decisions and reviewing and approving all vouchers presented by the Consortium Management Firm for payment. The Treasurer shall approve disbursement of BSTC funds by the Consortium Management Firm, and shall render to the Chairperson and the Executive Committee, at its regular meetings, or when the Executive Committee so requires, an account of the Consortium Management Firm transactions and of the financial condition of the BSTC.

Subcommittees. The Executive Committee shall have the authority to form subcommittees comprised of representatives from Member organizations to advise the BSTC and if applicable the Government on topics of special interest to the Members.

Consortium Management Firm. Advanced Technology International is the Consortium Management Firm that will administer the affairs of the BSTC under the direction of the Executive Committee. The Consortium Management Firm is prohibited from participating in technical project work of the BSTC. The Chairperson of the Executive Committee shall sign the management services agreement with the selected Consortium Management Firm as authorized by the Executive Committee. The Chairperson of the Executive Committee is authorized to communicate with the Consortium Management Firm on behalf of the Executive Committee.

The Consortium Management Firm shall:

- Act as the point of contact for the BSTC;
- Represent the Executive Committee in negotiating with the Government on issues involving the OTA;
- Have signature authority as delegated by the Chairperson;
- Provide “single point contracting” functions as needed to execute the OTA and MSA;
- Guard against the disclosure of competitively sensitive information and, together with the Executive Committee, institute policies and procedures to prevent potential violations of antitrust law;
- Together with the Executive Committee, take appropriate steps to avoid organizational conflicts of interest among the Members and to mitigate such conflicts if they cannot be avoided;
- Be responsible for the daily management of the BSTC;
- Request nominations, prepare a slate of candidates for any open committee positions, provide notice of committee membership and membership changes to the Members and the Government, provide

notice of the Executive Committee meetings and a request for agenda items to the Members, and provide notice of Member additions and deletions to the Government.

- File with the U.S. Attorney General and the Federal Trade Commission changes in Membership in accordance with the provisions of the National Cooperative Research Act of 1984 within 90 days of approval of the Articles of Collaboration;
- Manage the finances of the BSTC to include invoicing, collecting, and tracking membership dues/ projects assessments from Member Companies.

Executive Director. The Executive Director shall serve on the BSTC Executive Committee as a non-voting Member. The Executive Director oversees operations of the BSTC according to the policies, procedures, and strategic direction set by the Executive Committee and will serve as the single point of contact for the BSTC to the member, the Government, or their respective designees.

Technology Director. The Technology Director facilitates BSTC liaison with agencies of the Government that wish to seek technical input and advice from Members regarding non-proprietary border security - related technologies and system integration issues.

Article 3: Consortium Finances

Management of Consortium Funds. The Consortium shall operate on the funds collected through membership dues and project award assessments. Such funds will be deposited in an account that shall be administered by the CMF under the direction of the Executive Committee.

Payment. The BSTC shall pay the CMF as compensation for the performance of the services based on the approved budget. Payments shall be made by the Consortium to the CMF monthly upon Treasurer's approval of invoices.

ARTICLE 4: TERM AND DISSOLUTION

Term. Membership is renewed annually upon payment of non-refundable dues. Members may terminate membership at any time by written notice to BSTC; and in its sole discretion, BSTC may terminate a member's participation in the Consortium by written notice to a member should such member fail to comply with the Member Obligations set out in these Articles. In the event of the termination, Member's rights and obligations pursuant to any Project Agreements, including but not limited to, continued funding and technology contribution commitments shall continue in accordance with the specific terms of the Project Agreements. Further, financial obligations to the consortium, to include project assessments, shall remain in full force and effect until all outstanding obligations to the consortium are satisfied according to these Articles.

Dissolution. The BSTC may be dissolved by a two-thirds (2/3) vote of the Executive Committee. Upon dissolution or other termination of the BSTC, all remaining assets of the BSTC, after payment in full of all its debts, obligations, and necessary final expenses, or after the making of adequate provision thereof, shall be distributed to such tax-exempt organizations (with purposes similar to those of the BSTC) as shall be chosen by the then existing Executive Committee of the BSTC. In the event the then existing Executive Committee of BSTC cannot achieve a two-thirds (2/3) vote on the tax-exempt organization(s), the funds shall be distributed to the U.S. Treasury.

ARTICLE 5: INDEPENDENT CONTRACTOR STATUS

The relationship of the Members established by the Articles of Collaboration is that of independent contractors. Nothing contained in these Articles shall be construed to (i) give any of the Members hereto the power to direct or control the day-to-day activities of another Member hereto, (ii) constitute the Members as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii)

allow any of the Members hereto to create, discharge or assume any obligation on behalf of another Member hereto for any purpose whatsoever. Each Member retains the right to engage independent research and activities that may compete with, or be contrary to, the goals of the BSTC.

ARTICLE 6: INTELLECTUAL PROPERTY/ PROPRIETARY DATA

Intellectual Property Rights between Members and the Government will be governed by the terms and conditions of Base Agreement and individual Project Agreements. The Consortium, its Members, and the CMF will not receive any rights to Member's Intellectual Property under these Articles.

Member organizations may be required to provide proprietary data to the CMF in order for the CMF to successfully satisfy its obligations under this agreement and the OTA. This agreement will govern the exchange and use of proprietary data between Members and the CMF. This Exhibit is not applicable to individual Consortium Members who decide to share proprietary information with each other unless they expressly agree to use these terms for that purpose.

ARTICLE 7: GENERAL PROVISIONS

Amendments. No amendment or modification of these Articles shall be valid unless agreed to by two-thirds (2/3) vote of the BSTC Executive Committee membership. All proposed amendments to these Articles shall be distributed to the Executive Committee members at least thirty (30) days prior to a proposed vote. The Executive Committee may, at its discretion, refer certain proposed amendments to the full BSTC membership for validation by a majority vote of the membership.

Compliance with U.S. Export Laws. The Members shall comply with all applicable export control laws and regulations of the United States, including the Arms Export Control Act ("AECA"), the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR"), and other U.S. Government directives related to export control.

Governing Law. This Agreement shall be governed by the laws of the State of New York, to the extent it does not conflict with the public academic research institution's state law, without giving effect to its choice of law principles. In order to bring forth a dispute under this Agreement, the Party must first provide formal notification to the Executive Committee of the cause for the dispute. At which time, the Executive Committee and the Party will have 30 days to resolve the dispute until any further action is taken by either party.

Compliance with Antitrust Laws. The Members shall comply with all applicable U.S. antitrust laws.

Attachment B

Export Compliance Acknowledgement Form

(To be completed by applicants operating under FOCI without DSS-approved mitigation instrument)

1. I understand that, as a member of the Border Security Technology Consortium (BSTC), my organization may be granted access to information that may be subject to one or more export control laws and regulations of the U.S. Government and that the information may fall under the control/ jurisdiction of either the Department of State or the Department of Commerce. This may occur through information made available through the BSTC Members-Only Site and/or BSTC or Government-sponsored events.
2. I understand that it is unlawful to export, or attempt to export or otherwise transfer or sell any hardware or technical data or furnish any service to any foreign person, whether abroad or in the United States (U.S.), for which a license or written approval of the U.S. Government is required, without first obtaining the required license or written approval from the department of the U.S. Government having jurisdiction.
3. I understand that, in the ITAR (§ 120.16), a foreign person means any natural person who is not a lawful permanent resident as defined by 8 U.S.C.1101(a)(20) or who is not a protected individual as defined by 8 U.S.C. 1324b(a)(3). It also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the U.S., as well as international organizations, foreign governments and any agency or subdivision of foreign governments.
4. I understand that my organization is responsible for compliance with any and all U.S. Government export controls and regulations and that, if my organization violates them, it could result upon conviction in severe criminal and civil penalties (including substantial fines, imprisonment, seizure of controlled products and technical data, and/or suspension/removal of export privileges) for my organization and/or individuals from my organization.
5. I further understand that sale or transfer of products or technical data to individuals, entities and countries named in the lists referenced in the Lists of Prohibited Individuals, Entities and Countries are strictly prohibited.

Applicant acknowledges that it has read and understands its export compliance responsibilities, to which the applicant agrees to meet its obligation, in its entirety, and is undertaking and has caused this Acknowledgment Form to be signed by its duly authorized representative on the date set forth below:

Applicant Name (Company Name):

Authorized Representative Signature:

Authorized Representative Printed Name:

Title:

Date: