

CORNERSTONE CONSORTIUM MANAGEMENT AGREEMENT U.S. INDUSTRIAL BASE RESILIENCY AND ASSURANCE

A. OVERVIEW

The Government hereby establishes an Other Transaction Agreement (OTA) under the authority of 10 U.S.C. §2371b, to be known as “Cornerstone”.

Each member to Cornerstone agrees to the following overall Cornerstone Consortium Management Agreement (“CMA”) that defines the general conduct, rules and obligations of all members (and sub-members performing tasks), and for the terms of engagement between Government to member(s), and member to member when utilizing Cornerstone.

B. ARTICLES OF COLLABORATION

PREAMBLE

This Cornerstone CMA is by, between, and among, the signing members of Cornerstone and referred to as “Consortium Member” or, collectively as “Consortium Members”, which includes the U.S. Department of Defense. The Consortium Members may also be referred to herein individually as a “Party” or collectively, as “Parties.”

WITNESSETH

WHEREAS, the Parties intend to enter into an Other Transactions (“OT”) Agreement, designated as “Cornerstone” for the funding of prototype projects under the authority of 10 U.S.C. § 2371b, in support of the mission of the Department of Defense and related other federal, state and local agencies;

WHEREAS, the Parties shall support the Department of Defense (DoD) to ensure the resiliency, health and competitiveness of the US industrial base and US supply chains that are critical the for National Defense through efficient and effective delivery of capability and capacity;

WHEREAS, the Parties wish to concurrently develop, sustain and expand their collective strategic technical manufacturing superiority and industrial base resiliency;

WHEREAS, the Parties wish to provide a unified and coordinated message to the collective Defense community as to the strategically important role of systems of systems for the support of military operations in a coordinated environment;

WHEREAS, the Parties wish to define challenges, issues and requirements that is focused on the development, demonstration and transition of manufacturing

technologies, supply chain vulnerabilities and critical capabilities necessary for a resilient and healthy defense industrial base.

ARTICLE I

DEFINITIONS

- 1.1 When used in this Agreement, the following terms, whether used in the singular or plural, shall have the meanings set forth herein.
- 1.2 "Cornerstone Members" means the Consortium Members who become signatories to this Agreement after the Effective Date pursuant to the procedures set forth herein and in the specific OT Agreement between the Consortium Members and the Government.
- 1.3 "Agreement" or "Consortium Management Agreement" means this Cornerstone CMA.
- 1.4 "Consortium" means the collective group to a specific focus area which is made up of members from industry, non-profit organizations, and not-for-profit entities pursuant to this Agreement.
- 1.5 "Consortium Member" or "Consortium Members" means the individual organizations that are or become signatories to this Agreement, including the Government.
- 1.6 "Notifications" means formal communication to Membership organizations and individual parties by Government Authorities.
- 1.7 "Contract Year" means (a) with respect to the first contract year, the period commencing on the effective date and ending in twelve (12) months thereafter, and (b) each subsequent twelve (12) month period of this Agreement.
- 1.8 "Effective Date" means the date on which this Agreement is signed and/or the date on which a specific task is signed.
- 1.9 "Tasks" means those Proposals selected by Government for award under an OT authority. Tasks will be conducted by a Consortium Member, Consortium Members and/or the Government either individually or among and between themselves for the agreed upon period of performance.
- 1.10 "Task Award" means the award instrument utilized by the Government to award a Task to a Consortium Member or Consortium Members pursuant to this Agreement.

- 1.11 “Proposal” means a proposal from a Consortium Member or Consortium Members, in response to the Government’s request, at the request of another Member, or as an unsolicited proposal to be evaluated by the Government.
- 1.12 “Agreements Officer” is the Government Officer with the ultimate responsibility to manage the Consortium and bind the Government in actions.

ARTICLE II

THE CONSORTIUM

2.1. Background: Cornerstone will be a mechanism to create a dynamic ecosystem of a range of critical sectors and requirements as a “consortium of consortiums” that include associations, consortiums, non-profits, not-for profits, and industry businesses with an emphasis on non-traditional entities. The desire is for the DoD and its partners to have an effective and efficient mechanism to address critical industrial base requirements and supply chain risks in a sector specific or cross-sector function on a tailorable case-by-case methodology.

Cornerstone is also intended to provide industry a means to collaborate and provide each other investment opportunities, inform the DoD and its partners with their perspective on the health and competitiveness of the US industrial base and recommendations related to industrial base policies, investment strategies, road mapping, trade issues, and supply chain mitigation risks.

Tasks will be negotiated and awarded on a case-by-case basis between the funding party(s) and the performing party(s). In the case of a pre-existing consortium that is an awardee, the Government’s intent is to award to that consortium to manage and execute tasks that its members propose.

2.2. Establishment of Cornerstone Consortium: The “consortium” is effective of the date the member signs and agrees to the terms and conditions of Cornerstone. The terms and conditions of Cornerstone, and any awarded Task, only effect the parties as it relates to their activities and tasks related to Cornerstone. A party’s pre-existing association or consortium rules, terms and conditions are not affected by Cornerstone.

2.3. Consortium Members: As of the Party’s signature to Cornerstone, and subject to other conditions of membership as further defined herein, the Party will be added to Cornerstone Membership and its information provided to existing members. Upon the event a party leaves Cornerstone, either by their own choice or at the request of the Government, all parties will be notified.

The Parties agree to adopt a good faith and nonexclusive membership policy to support sector and cross-sector collaboration. In the event a member elects to share proprietary or competitively sensitive information to DoD or any other member(s), the

parties involved may enter into an appropriate nondisclosure agreement prior to disclosure.

2.4. Memorandum of Agreement: This Agreement between Consortium Members, in conjunction with specific Task Awards, shall govern the relationships and interaction between Consortium Members.

ARTICLE III

CONSORTIUM MANAGEMENT AND ADMINISTRATION

3.1. Organization and Administration: The Consortium shall operate on an open “roundtable” model where signatory members will represent their specific sector or requirement. Integrated Product Teams (IPT) may be formed as required to assess and develop requirements and address issues. The Parties agree that the Government will administer the affairs of the Consortium.

3.1.1. Additional Consortium Members: To facilitate an open membership policy, the membership application and approval process described herein may take place continuously, and based on the best interest of the Government and the intent of Cornerstone. The membership application process will be performed by the Government. Existing members are encouraged to recommend new parties to join Cornerstone. Applications will be promptly reviewed and approved or disapproved by the Government.

3.1.2. Consortium Membership Requirements: The requirements for membership in the Consortium are as follows:

3.1.2.1. Minimum Requirements Directed by the Government: At the direction of the Government, membership in the Consortium shall be granted to U.S. firms or institutions organized or existing under the laws of the United States, its territories, or possessions. Membership to any agency or instrumentality of a foreign Government and firms, institutions or business organizations which are owned or substantially controlled by foreign Governments, firms, institutions or individuals, shall be granted on a case-by-case basis at the sole discretion of the U.S Government.

3.1.2.2. Requirements Directed by the Consortium: The Parties agree that membership in the Consortium shall only be granted to firms or institutions that meet the following criteria:

a. Does the organization have a related technology, manufacturing capabilities, industrial capacity or supply chain value that is supportive of Consortium goals, focus areas and requirements?

- b. Is the organization willing to make these technologies available for demonstrations and the formulation of potential solution sets?
- c. Are not barred from contracting with or receiving funds from, the United States.
- d. Will contribute their respective talents and resources to the Consortium such as periodic meeting attendance and participation, committee and/or subcommittee service, or other consultation and/or service as may be appropriate.
- e. Are willing to provide otherwise publicly available information in their membership application denoting their current research and development capabilities that may be applicable OTA focus areas, requirements and related DoD system / technologies to demonstrate their value-add to the overall industrial base ecosystem.
- f. Will attend Consortium meetings as requested at no cost to the government.

3.2. General Membership Meetings and Meeting Attendance: General Membership meetings of the Consortium will be conducted two (2) times per year or as appropriate. The location of all meetings will be determined on a meeting by meeting basis by a consensus of the Consortium Members in attendance. It is expected that Consortium Members will volunteer their facilities to periodically host Consortium meetings. Consortium Members agree to attend, two (2) Consortium General Membership meetings per year (to the best of their ability) to continue their membership in the Consortium at no cost to the government. The Government intends to invite other Government organizations, agencies and entities to the Cornerstone meetings and events in order to expand the membership's access to relevant industrial base and manufacturing stakeholders.

3.3. Consortium Organization: Cornerstone is intended to be a "Consortium of Consortium" model that will allow for dynamic and continuous interactions at the sector to sector level and Government to sector level. It is anticipated that the composition and disposition of each sector will vary based on the requirements of the Government and the inherent nature of the specific sector. The Government may elect to assign a single entity, such as a pre-existing consortium, to represent a specific sector, or to allow the sector to self-form into a consortium,

3.3.1. Consortium Leadership Council: Cornerstone signatories shall constitute a "pseudo-Leadership Council." This group of members will serve as the primary private entity interface for the Government and represent the commercial interests of the ecosystem. The composition and disposition of the sector's membership and types of tasks will impact the Government's decision on how to structure the Leadership Council. The Government shall manage and coordinate the day-to-day operational affairs of the Consortium.

3.3.2. Consortium Committees: In the event of multiple parties are assigned against a single specific sector or requirement, a sector committee may be formed, either at the direction of the Government or between the parties in order to improve collaboration and requirements development. Members are encourage to participate, but not obligated. The Committees will provide an efficient and effective means to collaboration between the stakeholders. The Sector Sub-Committees can be formed at the discretion of the Government or by the members to address specific requirements.

3.3.2.1. Requirements Development Responsibilities: The Government and members shall collaborate in requirements development and have the following responsibilities:

3.3.2.1.1. Interface with key DoD components, including Users, Program Executive Officers (PEOs) and Program Managers, Department of Energy, Department of Labor, Department of Commerce, Department of Homeland Security, State and Local Emergency Management Organizations and Law Enforcement Organizations, Homeland Defense and other U.S Government agencies to identify requirements for the technology development.

3.3.2.1.2. Recommend research and development programs and projects to be conducted to meet identified requirements.

3.3.2.1.3. Review evolving technology requirements and user needs and evaluate new opportunities for additional new objectives and Research Initiatives.

3.3.2.2. Integrated Product Teams (IPTs): The Government and the Consortium Members are encouraged to form IPTs to conduct “road-mapping,” industrial base and supply chain assessments, sector risk analysis, develop requirements and proposals. The membership and meetings of the Integrated Product Teams and the IPT leaders will be determined by the party having the responsibility to perform the specific Task. The IPTs will report progress of the Task against established objectives to the Consortium. Where possible, the IPT leaders will participate as members of the appropriate subcommittee.

3.3.3.3. Methods: Both the Government and the Consortium Members conducting Tasks in accordance with this Agreement shall use all reasonable efforts and proceed diligently to perform the Tasks, including, without limitation through the following means:

3.3.3.1. Using their good faith efforts to allocate a sufficient number of personnel per year,

3.3.3.2. Using personnel with sufficient skills and experience, and

3.3.3.3. Using adequate equipment and facilities, to carry out their obligations under the Task Agreement.

3.3.4. Diligent Efforts: The Parties agree to conduct activity under the Projects, in a good technical manner, and in compliance with applicable laws, rules and regulations, and all other requirements to attempt to achieve the objectives efficiently and expeditiously. The Parties further agree that the primary goal of the Program is to develop prototypes, conduct technology demonstrations, training, consultation and technology transfer of the technology developed from the Projects. Accordingly, all Parties shall use Diligent Efforts to conduct such research and development efforts as are outlined in the relevant Projects with the goal of accomplishing program goals as soon as practicable. The Parties further agree to use Diligent Efforts to meet the schedules established in the applicable Projects for achieving specific objectives and milestones contained therein.

ARTICLE IV

DATA RIGHTS AND RESPONSIBILITIES

4.1. General: Provisions defining data rights, inventions and patents will be found in the specific Task Agreements in which a Member organization participates, and as stated in Tasks. Generally speaking, data shall be marked with appropriate restrictions and all Parties shall use reasonable means to secure data from inadvertent disclosure.

4.2. Intellectual Property Considerations: There are no “boilerplate” terms and conditions related to data rights and intellectual property, but the following issues may be considered and addressed for any specific Task agreement:

4.2.1. March-in Rights: The Agreements Officer may consider negotiating government march-in rights in order to encourage further commercialization of the technology. While the march-in rights outlined in the Bayh-Dole Act may be modified to best meet the needs of the program, only in rare circumstances should the march-in rights be entirely removed.

4.2.2. Option for Trade Secret Protection: The Agreements Officer may consider allowing subject inventions to remain trade secrets as long as the government’s interest in the continued use of the technology is protected. In making this evaluation, the Agreements Officer should consider whether allowing the technology to remain a trade secret creates an unacceptable risk of a third party patenting the same technology, the government’s right to utilize this technology with third parties, and whether there are available means to mitigate these risks outside of requiring patent protection.

4.2.3. Exclusive Production in NTIB. If a Cornerstone Member seeks to establish exclusive rights for other entities to use or sell an invention in a National

Technology and Industrial Base (“NTIB”) country (reference 10 U.S.C. § 2500), the Agreements Officer may consider whether it is appropriate to ensure that the invention is substantially manufactured in an NTIB country and/or by entities that are owned by NTIB interests.

ARTICLE V

EXPORT CONTROLS

5.1. Export Controls: This Agreement is subject to restrictions concerning the export of products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data from the United States which may be imposed upon or related to the Parties to this Agreement from time to time by the Government. Accordingly, any Consortium Member will not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data to any country for which the United States Government or any agency thereof at the time of export requires an export license or other approval, without first obtaining the written consent to do so from the Department of State, Department of Commerce, or other agency of the United States when required by applicable statute or regulation.

ARTICLE VI

WITHDRAWAL OF CONSORTIUM MEMBERS

6.1. Voluntary Withdrawal: A Consortium Member may voluntarily withdraw from this Agreement at any time and for any or no reason by notice of withdrawal given by such Consortium Member to the Agreement Officer 30 calendar days prior to their withdrawal. The Government is responsible to notify the existing members of a withdrawal. The Government reserves the right to require a member to withdraw at any time when in the best interests of the Government, with notice provided by the Agreements Officer 30 calendar days prior to withdrawal.

6.2. Effect of Withdrawal:

6.2.1. Rights of a Consortium Member: Except for the rights and obligations with respect to the Agreements in a specific Task, and/or specific intellectual property agreements between or amongst the Consortium Members, from and after the effective date of withdrawal of a Consortium Member and such obligations of a continuing nature, such Consortium Member shall cease to have any rights or obligations as a Consortium Member under this Agreement.

6.2.2. Continued Funding and Technology Contribution Commitment: In the event of the withdrawal of a Consortium Member pursuant to this Article, such Consortium Member’s rights and obligations pursuant to any executory Task,

including but not limited to, continued funding and technology contribution commitments shall continue in accordance with the specific terms and schedule of the Task under the OT Agreement or until the Government and Consortium Member come to agreement to terminate the Task, whichever is first.

ARTICLE VII

TERM, RENEWAL, AND TERMINATION

7.1. Term: This Agreement shall continue in perpetuity starting with the Effective Date of this Agreement, unless terminated by the Government. Consortium Members may leave the Consortium at any time in accordance with section 6.1 of this Agreement.

7.2. Material Breach or Default by a Consortium Member: If a Consortium Member materially breaches any material warranty, term or condition of this Agreement, any other Consortium Member may provide notice of such material breach to the Agreement Officer. The Agreement Officer shall review the facts of the willful material breach or default and determine whether the Consortium Member alleged to have materially breached any material term or condition of this Agreement has, in fact, committed such a material breach. Upon such decision, the Agreement Officer shall make notification to the offending Consortium Member. If the Consortium Member fails to remedy such material breach within ninety (90) days after receipt of such notice of such material breach from the Agreement Officer, at its option, and in addition to any other remedies that the Consortium may have in law or equity, terminate this Agreement with respect to such Consortium Member. If the parties are unable to reach agreement, the facts of the willful material breach or default shall be submitted for resolution pursuant to Article X.

ARTICLE VIII

REPRESENTATIONS

8.1. Representations of All Parties: Each Party represents to the other parties that: (a) it is free to enter into this Agreement; (b) in so doing, it will not knowingly violate any other agreement to which it is a party; and (c) it has taken all action necessary to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement.

8.2. Governmental and Quasi-Governmental Parties: Parties to this Agreement which are instrumentalities of State and Local Government (such as educational institutions, laboratories, and advisory councils) typically have legal restrictions placed on their abilities to make warranties, assume financial liability, or indemnify others. Therefore, nothing in this Agreement shall be construed to impose any obligation on a Governmental or Quasi-Governmental Consortium Member which is inconsistent with the applicable State law.

ARTICLE IX

LIMITATION AND CROSS-WAIVER OF LIABILITY

9.1. Waiver of Liability: Consortium Members waive all claims against any of the entities or persons part of this Agreement and additional Consortium Members that are based on alleged damages relating to and arising out of activities under this Agreement and the injured Consortium Member suffers such damages by virtue of its involvement under this Agreement.

9.2. Subcontractors or Sub-entities: The Consortium Members agree to extend the waiver of liability as set forth above to subcontractors or sub-entities at any tier under the Project Awards by requiring them, by written contract, purchase order or otherwise, to waive all claims against any and all Consortium Members.

9.3. Inapplicability: Notwithstanding the other provisions of this article, this waiver of liability shall not be applicable to:

- (a) Claims between a Consortium Member and its related entities,
- (b) Claims made by a natural person, his/her estate, survivors or subrogates for injury or death of such natural person,
- (c) Claims for damage caused by willful misconduct,
- (d) Intellectual property claims.

9.4. Limitation of Liability: In no event will any party hereto be liable for any special, incidental, consequential or indirect damages arising in any way out of this Agreement, however caused and on any theory of liability. This limitation will apply even if the other Party or Parties hereto have not been advised of the possibility of such damage. In no case shall a Consortium Members' financial liability exceed the amount obligated by a Consortium member under Task Award, except to the extent that the Task Award provides for a different liability scheme. Nothing in this Article shall be construed to create the basis of a claim or suit where none would otherwise exist.

ARTICLE X

DISPUTE RESOLUTION

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

10.2. Dispute Resolution Between Non-Government Members: In the event of a dispute between two or more non-Government members of the Consortium (but not involving the Government), the Aggrieved Party shall document the nature of the dispute, including relevant facts and requested resolution, and provide a copy to the Agreements Officer and the other Consortium Members who are involved with the particular dispute. Thereafter, the other non-Government Consortium members involved with the dispute shall provide a written response to the Agreements Officer within

fourteen (14) business days, addressing any issues with the facts as stated by the Aggrieved Party and providing comment on the requested relief. Thereafter, and within thirty (30) business days, the Agreements Officer will conduct any necessary fact finding, interview Consortium members as needed, and provide a written resolution of the dispute to all involved members. The Agreements Officer's decision shall be final and binding on all Consortium members.

10.3. Dispute Resolution Involving The Government: In the event of a dispute involving the Government and one or more Consortium members, the Aggrieved Party shall document the nature of the dispute, including relevant facts and requested resolution, and provide a copy to any other Consortium members who are involved with the particular dispute, including the Agreements Officer if the Aggrieved Party is not the Government. Thereafter, the other Consortium members (and the Agreements Officer, if applicable) shall prepare a written response and provide a copy to all other members involved with the dispute within fourteen (14) business days. These materials will be provided to the Government's General Officer/Senior Executive Service ("GO/SES") designee for dispute resolution, who shall make a written resolution of the dispute within thirty (30) business days. The decision of the GO/SES shall be final and binding on all Consortium members.

10.4. Appeal Rights: Any Consortium member who is displeased with a final decision rendered under section 10.2. or 10.3. shall have the statutory right to challenge the Government's decision in Federal Court under the Tucker Act and/or the Administrative Procedures Act.

10.5. Governing Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the United States of America. For Governmental and Quasi-Governmental Members which are controlled by applicable State law, the laws of that State will be applied to the extent necessary to resolve any particular issues raised under Federal law. For all other Members, the laws of the State of Illinois will be applied in the same manner.

ARTICLE XI

GENERAL PROVISIONS

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

11.2. Parties Bound: This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors, assigns, legal representatives and heirs.

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

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

11.5. Entire Agreement: This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded.

11.6. Amendment: This Agreement may only be amended by a written instrument executed by the parties.

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

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

11.9. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All Consortium Members shall receive a copy of this executed Consortium Member Agreement and any amendments thereto with the Board of Directors, or its delegate, retaining the originals.

11.10. Public Announcements: Any announcements, press releases or similar publicity (collectively, "Announcements") with respect to the execution of this Agreement shall be submitted to and agreed upon by the Consortium Members Board of Directors in advance of such Announcement. Each Consortium Member shall have the right to review and request changes to any Announcements.

11.11. Disclosure: Except as specifically authorized in accordance with paragraph 11.10, the Parties agree that the existence and terms of this Agreement shall be maintained in confidence by all Parties, except that any Party may disclose the terms hereof to the extent required by law (including without limitation pursuant to the requirements of U.S. securities laws), provided that such disclosure under this paragraph 11.10 shall, to the extent legally permissible, be in the form of the redacted version of this Agreement to be agreed upon by the Consortium Board of Directors.

11.12. Force Majeure: No failure or omission by the Consortium Members in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of the Parties, including, but not limited to, the following: acts of God; acts or omissions of the Government; any rules, regulations or orders issued by the Government (Federal, State, and local) or by any officer, department, agency or instrumentality thereof; fire; storm; flood; earthquake; accident; war; rebellion; insurrection; riot; and invasion and provided that such failure or omission resulting from one of the above causes is cured as soon as is practicable after the occurrence of one or more of the above-mentioned causes.

11.13. Order of Precedence: In the event of any inconsistency between the terms of this Consortium Member Agreement and any specific Task Agreement, the inconsistency shall be resolved by giving precedence in the following order: (1) the Task Agreement, (2) Attachments to the Task Agreement (other than the Consortium Member Agreement), and (3) this Consortium Member Agreement.

Contractor Name:
Representative Name:
Representative Position:

Date:

Cornerstone Government Representative
Representative Name:
Representative Position:

Date: