



Consortium Membership Agreement

Background. The Biomedical Advanced Research and Development Authority (BARDA) selected Advanced Technology International (ATI) as the Consortium Management Firm (CMF) to organize and operate their Rapid Response Partnership Vehicle (RRPV) consortium to accelerate partnering, improve responsiveness, and meet expanding demand to develop Medical Countermeasures (MCMs). Establishment of the RRPV is designed to increase the speed of partnering to ensure BARDA meets its strategic objectives including pandemic preparedness and public health emergency response.

Objectives. ATI and BARDA have entered into the Rapid Response Partnership Vehicle OTA (75A50123D00005) to establish the Rapid Response Partnership Vehicle Consortium (the Consortium) to facilitate R&D of future MCMs. The RRPV will consist of innovators and developers to accelerate MCM product and technology development, regulatory approval, procurement, commercialization, and sustainment to address BARDA's varying needs to include (but not limited to) pandemic influenza, emerging infectious diseases, and other biological threats. Technical focus will include Medical Technology (MedTech) and Vaccines and Therapeutics (Vx/Tx) and others aligned with BARDA's mission.

There are currently no membership dues. Minimum requirements to join the Consortium are a) possessing technology relevant to the RRPV mission of advancing medical countermeasures and b) not being barred from conducting business with, or receiving funds from, the US Government. Final approval of membership resides with the Government. Members may terminate membership at any time by written notice to the CMF at least 30 days in advance. Membership may be terminated upon written notice to a member for failure to comply with the Membership Obligations contained herein. The Government reserves the right to unilaterally remove any member from the Consortium if it determines their removal to be in the best interested of the Government and provides the member with 10 days' notice of its decision. Except for rights and obligations specified in an individual Project Award, such as specific property or IP rights, from and after the effective withdrawal date, the former Consortium member shall cease to have any rights or obligations as a RRPV consortium member. In the event of a withdrawal in which the consortium member is currently executing any Project Award, the consortium member's obligation shall continue in accordance with the previously agreed-to schedule until its completion or the Government and consortium member come to an agreement to terminate the task, whichever is first.

The relationship of the members established by this Membership Agreement is that of independent contractors. Nothing contained herein shall be construed to (i) give any of the members hereto the power to direct or control the day-to-day activities of another member hereto, (ii) constitute the members as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow any of the members hereto to create, discharge or assume any obligation on behalf of another member hereto for any purpose whatsoever. Each member retains the right to engage independent research and activities that may compete with, or be contrary to, the goals of the Consortium.



Consortium Obligations. ATI, as the Consortium Management Firm (CMF), shall administer the affairs of the Consortium, and is responsible for fulfilling the following obligations:

- Be responsible for the daily management of the RRPV consortium;
- Promote collaboration with Government customers and other members related to RRPV technologies to include, but not limited to, potential research through Project Awards. Provide customer support for members throughout the lifecycle of the project development process (training, guidance and process facilitation of the solicitation, award, and project execution phases);
- When appropriate file with the U.S. Attorney General and the Federal Trade Commission changes in membership in accordance with the provisions of the National Cooperative Research Act of 1993;
- Host periodic collaborative, membership meetings, as needed;
- Execute recruitment campaigns, innovation challenges, etc. in collaboration with BARDA;
- Execute contract, program, and financial management of project awards issued to members of the Consortium;
- Engage in business-development activity to seek opportunities with private, Federal, State, and local entities for consortium members to conduct research and technology development and related activities that support the mission of private, Federal, State, and local agencies related to RRPV. These activities may require updates to this Agreement or the formation of sub-memberships in specific problem/solution domains. Should new consortia be required, each existing member, which satisfies eligibility criteria, automatically will become a member in any new consortium that is formed, but may decline membership.

Membership Obligations. The Parties agree that members have the following obligations:

- Clearly demonstrate in their membership application that they are capable of making a contribution in RRPV technologies and other relevant subjects, technology, and capability domains as may be required in order to fully support the needs of the U.S Government;
- Contribute their respective talents and resources to the Consortium for activities such as periodic meeting attendance, committee and subcommittee participation, and other activities as may be appropriate;
- Not transfer membership to any third party;
- Not be barred or suspended from contracting with or receiving funds from the U.S. Government;
- Not be itself or utilize entities included on the U.S. Department of Treasury and/or Department of Commerce's prohibited source list of embargoed and sanctioned countries under their Project Agreements;
- 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;
- Comply with all applicable U.S. antitrust laws;
- Respond to periodic CMF requests for verification of membership capability profile information; and,
- Abide by the terms of this Consortium Member Agreement.