

## Principles of Engagement

The Principles of Engagement guide individual, organizational, and public interactions of the National Security Technology Accelerator (“NSTXL”) and our Members as we work together to enhance Government technological capabilities. This membership agreement covers Member interactions with all NSTXL managed Other Transaction Agreement (OTA) consortia, including the Training and Readiness Accelerator (TRex), the Strategic and Spectrum Missions Advanced Resilient Trusted Systems (S2MARTS), and the Space Enterprise Consortium (SpEC). These Principles of Engagement recognize the diversity of consortia members, emphasize the value of mutual respect, and amplify the pursuit of innovation through collaboration to support the Warfighter.

### Acknowledgements

**Member in Good Standing:** Member acknowledges that a “Member in Good Standing” of the consortia is defined as any corporation, limited liability company, university, laboratory, incubator, investor, non-profit corporation, or other qualifying entity that is current on its annual membership dues and has agreed to the Principles of Engagement. Member must be a “Member in Good Standing” in order to be eligible for an award (this includes follow on efforts, modifications for changes and/or additional phases).

### **Membership Information**

Membership is granted to a single organization as identified on the application. All membership information must match the member organization ensuring CAGE Code, DD2345 forms, and other supplemental information contain the same identification. All submissions made by the member must match the information on file. Membership does not extend to subsidiaries or other owned businesses. Any additional entities, including subsidiaries of a member organization, who wish to propose on an opportunity with a separate name, CAGE code (and DD2345 if applicable) are required to maintain individual membership.

### **Data Integrity**

Member agrees to provide accurate and up-to-date information regarding their traditional or non-traditional status in accordance with the mandate outlined in the OTA guide. Additionally, the member commits to informing NSTXL promptly in the event of any foreign or domestic company mergers or acquisitions, bankruptcy and novation agreements that may impact their entity status.

**Membership Requirements:** Member acknowledges that it qualifies for membership. All members must not be debarred and be legally able to accept payment and conduct business with the U.S. federal Government; must offer goods or services that are applicable to at least one of the consortia’s technology focus areas; and must sign this Principles of Engagement. Members must be current in their membership dues throughout the period of performance of the project.

**Non-Refundable:** Membership fees are non-refundable.

**At-Will Membership:** Member acknowledges that membership is at-will, and nothing

contained in the Principles of Engagement 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 hereto 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.

**Affiliates:** Member acknowledges and agrees that Member may elect to carry out certain activities required or permitted pursuant to the Principles of Engagement by or through their Affiliates. The Principles of Engagement shall be binding on the Affiliates of members in accordance with the terms of this Principles of Engagement as if such Affiliates were Parties to the Principles of Engagement.

**Award Selection:** Member acknowledges that there is no guarantee that any prototype solicitations will be moved through any of the OTAs. The number, type, and size of contract is at the sole discretion of the Government, and membership dues will not be refunded in any circumstance or for any reason. Member further acknowledges that membership in the consortia does not guarantee selection of Government-sponsored prototype projects. Projects will be evaluated and selected by the Government and/or Government sponsored agents based on technical merit and additional criteria defined on a project-by-project basis by the Government program sponsor. Prototype project announcements will be available for all consortia Members to review. If a commons project, the HUB leads will flow down project award information to the Hub members accordingly. Members should only respond to announcements they firmly believe they can execute, or influence based on their technical background and capabilities, as the review and evaluation of projects is a resource intensive activity. The Government may elect to fund multiple members for a single project announcement, partially fund a single member's project solution, or not to move forward with any given project.

**Reciprocal Membership Policy.** Member acknowledges that membership in any NSTXL-managed consortia grants the Member reciprocal access to all other NSTXL-managed OTAs for which the Member qualifies. Membership requirements differ by OTA and can be found on the membership page of the NSTXL website.

**Public Announcements/Press Releases.** NSTXL, in conjunction with the Government, reserves the right to review and approve all project-related press releases prior to distribution. NSTXL will coordinate the development and approval of any press releases with the PROTOTYPE LEVEL PERFORMER and the respective Government customer.

**Contractual Matters | NSTXL Communications.** The Performer shall communicate all contractual matters directly with the designated representatives of NSTXL Contracts. This includes any requests for clarification or interpretation of contractual terms, amendments, or Performer agreement revisions. Contractual communication with the Government should occur only through NSTXL, unless NSTXL provides explicit written consent or direction. NSTXL Contracts representatives should facilitate all contractual meetings with the Agreements Officers or at a minimum attend those meetings. Performers are prohibited from making commitments, modifications, or agreements with the Government on behalf of NSTXL.

## Code of Conduct

**Commitment to Ethical Conduct:** The consortia aspire to conduct their activities and business in accordance with uncompromising ethical standards and in full compliance with all applicable laws and regulations. In the course of engaging in the consortia, integrity must underlie all Member engagements. Each Member is expected to adhere to high ethical standards, promote ethical behavior and be honest and forthright in dealings with one another as well as with the Government, affiliate business partners and the public. Members must not engage in conduct or activity that may raise questions as to the Members' honesty, impartiality, or reputation or otherwise cause embarrassment to the consortia. Every action should be judged by considering whether it is legal, fair to all concerned, able to withstand public scrutiny, and in the best interests of the Warfighter. If awarded a prototype contract, a Member agrees to abide by all conditions agreed to in that executed contract. Each Member is responsible for being familiar with the laws governing their areas of business and business with the Government. If a Member has a question concerning the application of any law or regulation to a contemplated action, it is that Member's responsibility to seek legal guidance to ensure compliance.

**Commitment to Respectful and Courteous Participation:** The work performed under the consortia relies on cooperation and partnership among a broad diversity of people, ideas, and communication styles from across the Government, Industry, and Academia, all with their own unique technologies, capabilities, and ideals. Member commits to develop and demonstrate ideas impartially and is encouraged to share concepts as well as provide constructive feedback to concepts shared by other members.

**Commitment to Support the Warfighter:** The consortia focus on the Warfighter, devising solutions that meet the needs of diverse technical and operational environments. The goal of the consortia is to maintain and enhance Warfighter readiness through military-centric prototype projects. Each Member commits to working, whether individually or collaboratively, to support the Warfighter in all consortia activities, programs, and projects.

### **Proprietary Information:**

NSTXL Members are entitled to proper protection of their Proprietary Information which includes information and materials designated as proprietary in writing, whether by letter or by use of an appropriate stamp or legend, prior to or at the same time any such information or materials are disclosed to NSTXL.

Notwithstanding the foregoing, materials and other information which are orally, visually, or electronically disclosed, or are disclosed in writing without an appropriate letter, stamp, or legend, shall constitute Proprietary Information if the NSTXL member, within thirty (30) calendar days after such disclosure, delivers to NSTXL a written document or documents describing the material or information and indicating that it is proprietary, provided that any disclosure of information by NSTXL prior to receipt of such notice shall not constitute a breach by the Government or NSTXL of its obligations to protect Proprietary Information. NSTXL shall not be liable for damages for any inadvertent disclosure of Proprietary Information where at least a reasonable degree of care has been exercised, provided that timely notification is afforded to the NSTXL member.

NSTXL will not release or disclose any clearly marked proprietary information to any outside agency or private entity without prior written approval of the NSTXL Member's named agent.

Your information will be securely protected by our internal controls which are respectively accredited, certified, and compliant with: The Federal Risk and Authorization Management Program at FedRAMP High; Security controls outlined in National Institute of Standards and Technology (NIST) Special Publication 800-53; Defense Federal Acquisition Regulations Supplement (DFARS); International Traffic in Arms Regulations (ITAR); and the Department of Defense Cloud Computing Security Requirements Guide (SRG) for information up to Impact Level 5.

#### Expulsion, Suspension, or Censure for Cause

The consortia have the authority to expel, suspend, or censure a member for cause. Cause shall mean conduct that is damaging to the operations, programs, projects, or mission of the consortia and shall include any material breach of the Principles of Engagement or any contract entered into as a result of membership in the consortia. No person who has been expelled from membership and no member that has been suspended shall (during the period of the suspension) be allowed any of the rights or privileges of membership in the consortia. Service on committees, panels, groups, and project solicitations at all levels, shall be denied to a person or organization expelled or suspended (during the period of the suspension) from the consortia.

Access to consortia discussion groups and collaboration areas shall be denied to a person or organization expelled or suspended (during the period of the suspension) when possible. Any membership fees paid by expelled or suspended members of the consortia will not be reimbursed or refunded by the consortia or U.S. Government program office.

By signing these Principles of Engagement, we have acknowledged reading and accepting the terms and conditions as laid out above.

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

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_