AIR FORCE RESEARCH LABORATORY (AFRL)

ADDITIVE MANUFACTURING (AM) MODELING CHALLENGE SERIES

AGREEMENT BETWEEN

NATIONAL CENTER FOR DEFENSE MANUFACTURING AND MACHINING (NCDMM)

AND

(INSERT NAME OF TEAM HERE)

(INSERT ANSWER SUBMISSION CONFIRMATION NUMBER HERE)

# INTRODUCTION

This Agreement (“AGREEMENT”) is entered into by National Center for Defense Manufacturing and Machining (“NCDMM”) and (Insert name of TEAM) (“TEAM”) located at (Insert address of individual or company here). NCDMM and TEAM are collectively referred to as “the Parties.”

The purpose of this AGREEMENT is to establish the conditions for TEAM to qualify for monetary and/or resource awards for, specifically the Air Force Research Laboratory (AFRL) Additive Manufacturing (AM) Modeling Challenge Series (“CHALLENGE”) to be conducted in 2019, which is intended to promote the development/utilization of models and simulations for metallic additive manufacturing processing resulting in a monetary award to the winning TEAM(s).

The winners of the CHALLENGE will be selected by a panel of judges, selected by NCDMM, and based on criteria and rules made available to TEAM within the challenge documentation. NCDMM (“FUNDERS”) has arranged for a purse: US ~ $150,000 (fifty thousand U.S. dollars) (“Award”) to be distributed as determined by the panel of judges between the four CHALLENGE winners/ Top Performers. Unless TEAM wins the CHALLENGE as determined by judges selected by NCDMM, TEAM will not receive payment of any kind for preparation of or participation by TEAM in the CHALLENGE. CHALLENGE winners will be paid directly by the FUNDERS.

Execution of this AGREEMENT indicates the willingness and intent of TEAM to participate in the CHALLENGE and to follow and abide by all the terms of this AGREEMENT.

All interactions by TEAM regarding CHALLENGE award eligibility will be directly with NCDMM. TEAM MEMBERS will communicate with NCDMM through TEAM LEADER.

# CHALLENGE DETAILS

## Deadline

CHALLENGE will be conducted in 2019, unless extended at NCDMM's discretion.

## Financing

Teams may not directly request federal or foreign governments to provide funding for purposes of the Team participation in the Challenge. Teams may utilize funds from government sources to the extent allowed by the funding source and recipient policies.

## Uses of Federal Resources

TEAM is permitted to use or pay for the use of U.S. Government facilities, personnel, hardware, or information previously developed by the U.S. Government if access is available on an equitable basis. TEAM must inform NCDMM in advance of planned use of U.S. Government facilities, personnel, hardware, or information previously developed by the U.S. Government. NCDMM will determine if access is available on an equitable basis.

A TEAM using information previously developed with U.S. Government funding must declare such information to NCDMM and shall promptly make such information to AFRL upon request.

## Government Regulations and Licensing

TEAM will comply with all U.S. laws, regulations and policies, including those relating to export control and nonproliferation, and the laws of relevant state and local jurisdictions that pertain to or govern any activities conducted by TEAM in connection with the CHALLENGE.

## Eligibility to Receive Monetary and/or Resource Award

All individuals or entities that wish to participate in the Challenge must register as members of a TEAM (hereafter “TEAM MEMBERS”) and enter into an agreement with NCDMM in the form of this Agreement by signing and delivering to NCDMM the Agreement or an Adoption of Agreement in the form set out in Exhibit A (“Adoption”). Each Entity TEAM MEMBER must also identify on its Adoption, the names and nationalities of all individuals associated with such entity TEAM MEMBER who are participating in any way in the Challenge (“Entity Members”). Each Entity TEAM MEMBER shall assure that each of its Entity Members complies with all applicable terms of this Agreement and all rules of the Challenge.

A TEAM is comprised of one or more TEAM MEMBERS. All TEAM MEMBERS and Entity Members, as applicable, shall be considered registered participants in the CHALLENGE. The TEAM MEMBERS must designate a TEAM LEADER who is a registered individual TEAM MEMBER of their TEAM or an Entity Member of an entity TEAM MEMBER on the TEAM.

The TEAM LEADER shall serve as the TEAM’s sole representative in the CHALLENGE, shall be the TEAM’s administrative point of contact with NCDMM, and shall have the authority to bind the TEAM and all TEAM MEMBERS in all matters relating to the CHALLENGE and the relationship between the TEAM and NCDMM.

All TEAM MEMBERS, including TEAM LEADER, will apply to register for the CHALLENGE by signing and delivering to NCDMM an original Adoption.

By signing an Adoption, each TEAM MEMBER is deemed to have signed this AGREEMENT and is committing itself, and its Entity Members, as applicable, to be bound by all the terms of this AGREEMENT. Further, by signing this AGREEMENT, the TEAM LEADER is representing that all TEAM MEMBERS have executed the Adoption of Agreement NCDMM may disqualify any TEAM if it discovers that an individual is participating in the CHALLENGE with such TEAM who has not complied with the foregoing requirements. TEAM LEADER will provide NCDMM with a copy of the Adoption signed by each TEAM MEMBER. Only individual TEAM MEMBERS and/or Entity Members will be allowed into the competition area.

No TEAM MEMBER shall be a citizen of a sanctioned country on the US Department of Commerce Bureau of Industry and Security website (Cuba, Iran, North Korea, Sudan, Syria).

## Eligibility for Award

In order to be eligible to win the Award from the FUNDERS, a TEAM must be comprised of either (i) an individual TEAM LEADER that is a citizen or permanent resident of the United States, or (ii) an entity that is incorporated in and maintains a primary place of business in the United States. TEAM MEMBERS must furnish proof of eligibility (including proof of citizenship or permanent resident status, for individuals, and proof of incorporation and primary place of business, for entities) satisfactory to FUNDERS in its sole discretion. A TEAM’s failure to comply with any aspect of the foregoing requirements shall result in the TEAM being disqualified from winning an Award from the FUNDERS.

Although any TEAM can participate in the Challenge, monetary awards will only be presented to a U.S. Entity or U.S. citizen. Awards will not be presented to a Foreign National or Foreign Entity.

TEAMS will be ineligible to win the Award if any TEAM MEMBER is a Federal entity or Federal employee acting within the scope of their employment. This includes any U.S. Government organization or organization principally or substantially funded by the Federal Government, including Federally Funded Research and Development Centers, Government-owned, contractor operated (GOCO) facilities, and University Affiliated Research Centers.

Any such entity or individual shall obtain prior written approval from their cognizant ethics officer that such participation does not violate federal personnel laws or applicable agency policy. A copy of this approval to participate in the Challenge shall promptly be provided to NCDMM.

## Award Payment

FUNDERS will issue Award payments to the TEAM LEADER of winning TEAM(s) no later than 60 days after the announcement of the winner(s) of the CHALLENGE and submission by such TEAM LEADER of information for Electronic Funds Transfer. Funds will be payable to the TEAM LEADER (either the individual TEAM MEMBER or the Entity TEAM MEMBER of an entity member) upon provision and acceptance of proof of citizenship, permanent resident status, or incorporation and place of primary business of the Entity TEAM MEMBER to FUNDERS. The FUNDERS shall have sole discretion of acceptance of such proof as meeting eligibility requirements for the Award. Each TEAM MEMBER acknowledges that FUNDERS shall only be obligated to make Award payments to the TEAM LEADER. TEAM MEMBERS hereby acknowledge that any failure of the TEAM LEADER to make payments of any kind to TEAM MEMBERS is the responsibility of the TEAM LEADER, and not the responsibility of NCDMM.

## Disclosure of Confidential Information

NCDMM may request information from TEAM regarding the technical approach used to make predictions for rules compliance purposes only. No public release of information regarding TEAM’s technical approach will be made without the expressed permission of the TEAM LEADER.

If requested, NCDMM will enter into a confidentiality agreement prior to receiving such information, on such terms and conditions as the TEAM LEADER and NCDMM may agree. NCDMM may share such information with AFRL. If the parties are unable to agree on a confidentiality agreement, NCDMM reserves the right to terminate Award eligibility.

# RIGHTS

## Use Of Names, Trademarks And Insignias

TEAM may not use the name, trademark or insignia of NCDMM, its contractors, collaborators, or AFRL on its hardware and printed materials related to the participation of TEAM in the CHALLENGE without NCDMM's or its contractor's, collaborator's, or FUNDERS’ prior written consent, whichever party is applicable.

## Intellectual Property Rights

Notwithstanding anything to the contrary in this Agreement, NCDMM and FUNDERS claim no intellectual property (IP) rights from TEAM. All trade secrets, copyrights, patent rights, and software rights will remain with each respective TEAM.

# GENERAL PROVISIONS

## Governing Law

The Parties hereby designate United States Federal Law to govern this AGREEMENT for all purposes, including, but not limited to, determining the validity of the AGREEMENT, the meaning of its provisions, and the rights, obligations, and remedies of the Parties.

## Acceptance and Removal

By executing this AGREEMENT, NCDMM accepts TEAM for CHALLENGE.

This agreement must be submitted with the challenge answers/ predictions.

NCDMM has the right to remove Award eligibility if TEAM fails to meet any material term of this AGREEMENT.

TEAM agrees to abide by a decision for removal made by NCDMM, without contest, legal recourse, or any other action of protest of the decision.

## Effective Date

The Effective Date of this AGREEMENT is the later date on which the Parties execute this AGREEMENT.

## Responsible Officers

The following are Responsible Officers (or their designee) for each party for purposes of providing periodic TEAM updated information, to coordinate planning of the CHALLENGE, and to perform other interfacing functions between TEAM and NCDMM as necessary. When questions arise about Award Eligibility and CHALLENGE rules, the Responsible Officer may contact NCDMM for a case-by-case interpretation and ruling.

NCDMM Designee

Shawn Nesmith

Sr. Project Engineer

Tel: (724) 539-4772

Fax: (724 539-4772

Email: shawn.nesmith@ncdmm.org

486 Cornell Road

Blairsville, PA 15717

Insert TEAM name here.

Insert TEAM POC Name here.

Insert TEAM POC Title here.

Tel: Insert TEAM POC Tel Number here.

Fax: Insert TEAM POC Fax Number here.

Email: Insert TEAM POC Email here.

Insert TEAM Mailing Address here

## Complete Agreement

This AGREEMENT represents the full and complete understanding and agreement between the parties regarding their relationship and the CHALLENGE. It merges and supersedes all previous AGREEMENT or agreements, oral or written, express or implied including related communications and representations.

## Invalidity

The invalidity, in whole or in part, of any part of this AGREEMENT herein shall not affect the validity or enforceability of any other part of this AGREEMENT.

## Assignment

This AGREEMENT may not be assigned by TEAM to any party without the prior approval of NCDMM and the FUNDERS. NCDMM may assign this AGREEMENT to its designated agent.

## Waiver, Release, and Covenant Not to Sue

In consideration for the opportunity to compete in the CHALLENGE, TEAM agrees to assume any and all risks arising from or related to the CHALLENGE, waives all claims against, and covenants not to sue, whether in contract or tort, NCDMM and its contractors and related entities, including FUNDERS and the U.S. Government and its related entities, for any injury, death, damage, loss of property or revenue or profits, whether direct, indirect, or consequential, arising from its participation in the CHALLENGE, including preparation for the CHALLENGE and any advice received in connection with the CHALLENGE, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

## Additional Rules

NCDMM may, in its sole and absolute discretion, implement such additional rules or requirements, as it deems appropriate to administer the CHALLENGE. Failure to adopt or follow such additional rules or requirements shall be grounds to terminate a TEAM and all TEAM MEMBERS from the CHALLENGE.

# DELAY, CANCELLATION OR TERMINATION

TEAM acknowledges that circumstances may arise that require the CHALLENGE to be delayed indefinitely or cancelled. Such delay or cancellation, and/or the termination of this AGREEMENT, shall be within the full discretion of NCDMM or its assignee, and TEAM accepts any risk of damage or loss due to such delay, cancellation, and/or termination.

# EXECUTION

The undersigned agree to all terms of this AGREEMENT.

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| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Gene Berkebile  Vice President & Chief Financial Officer  NCDMM  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Insert TEAM LEADER Name here.  Insert TEAM LEADER Title here.  Insert TEAM Name here.  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMEBERSHIP AND ADOPTION OF AGREEMENT by an Individual (“Adoption of Agreement”)

The undersigned applies to register for the 2019 AIR FORCE RESEARCH LABORATORY (AFRL) ADDITIVE MANUFACTURING (AM) MODELING CHALLENGE SERIES as a TEAM MEMBER and agrees to be bound by all the provisions of the attached 2015 AIR FORCE RESEARCH LABORATORY (AFRL) ADDITIVE MANUFACTURING (AM) MODELING CHALLENGE SERIES AGREEMENT that TEAM MEMBER acknowledges having read, understood and agreed to by signing below. In particular, but without limitation of other responsibilities under the Agreement, applicant TEAM MEMBER agrees:

* In return for the opportunity to participate in this Challenge, to waive any and all claims against NCDMM, including but not limited to claims in contract and tort, related to or resulting from any and all activities under or arising from participation as a TEAM MEMBER.
* Abide by all Team Agreement provisions, and to submit all questions and issues to NCDMM through the TEAM LEADER.

*Team Member Must Check One of the Following*

□ Team Member is an individual who is a citizen or permanent resident of the United States.

□ Team Member is not an individual who is a citizen or permanent resident of the United States. Accordingly, TEAM MEMBER is NOT eligible to win an Award in the CHALLENGE.

TEAM MEMBER Name:

TEAM MEMBER Citizenship:

TEAM MEMBER Place of Employment:

TEAM MEMBER Signature: Date:

Application endorsed by: Team Leader Name:

Signature: Date:

Application Approved by: NCDMM Name:

Signature: Date:

# EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMEBERSHIP AND ADOPTION OF AGREEMENT by an Entity (“Adoption of Agreement”)

The undersigned applies to register for the AIR FORCE RESEARCH LABORATORY (AFRL) ADDITIVE MANUFACTURING (AM) MODELING CHALLENGE SERIES as a TEAM MEMBER and agrees to be bound by all the provisions of the attached AIR FORCE RESEARCH LABORATORY (AFRL) ADDITIVE MANUFACTURING (AM) MODELING CHALLENGE SERIES AGREEMENT that TEAM MEMBER acknowledges having read, understood and agreed to by signing below. In particular, but without limitation of other responsibilities under the Agreement, applicant TEAM MEMBER agrees:

* + In return for the opportunity to participate in this Challenge, to waive any and all claims against NCDMM, including but not limited to claims in contract and tort, related to or resulting from any and all activities under or arising from participation as a TEAM MEMBER.
  + Abide by all Team Agreement provisions, and to submit all questions and issues to NCDMM through the TEAM LEADER.
  + Cause all Entity Members listed below to be bound by this ADOPTION by initialing their name on the List of Entity Members. Also in said initialing, Entity Members acknowledge awareness and agreement to this ADOPTION.

*Team Member Must Check One of the Following:*

□ Team Member is an entity incorporated in and which maintains its primary place of business in the United States.

□ Team Member is not an entity incorporated in and which maintains its primary place of business in the United States. Accordingly, TEAM MEMBER is NOT eligible to win an Award in the CHALLENGE.

Entity Name:

Location of Incorporation:

Primary Place of Business:

Authorized Entity TEAM MEMBER Signature:

Date:

Application endorsed by: Team Leader Name:

Signature: Date:

Application Approved by: NCDMM Name:

Signature: Date:

# List of Entity Members

1 Member Name: Citizenship: Initial

2 Member Name: Citizenship: Initial

3 Member Name: Citizenship: Initial

4 Member Name: Citizenship: Initial

5 Member Name: Citizenship: Initial

6 Member Name: Citizenship: Initial

7 Member Name: Citizenship: Initial

8 Member Name: Citizenship: Initial

9 Member Name: Citizenship: Initial

10 Member Name: Citizenship: Initial

11 Member Name: Citizenship: Initial

12 Member Name: Citizenship: Initial

13 Member Name: Citizenship: Initial

14 Member Name: Citizenship: Initial

15 Member Name: Citizenship: Initial