Where necessary, to identify the applicable parties under the following clauses, “SUBRECIPIENT” shall mean “Seller,” “Texas A&M University System Facility Security Officer” shall mean “Lockheed Martin Procurement Representative,” “Contract” means this subcontract and “UNIVERSITY” means “Lockheed Martin.”

**Article 14: Publication and Academic Rights (Jul 2025)**

1. Use of Information

Subject to the provisions of Article XII: Protected Information, and Article XVI: Data Rights, UNIVERSITY and SUBRECIPIENT shall have the right to publish or otherwise disclose information and/or data developed by UNIVERSITY and SUBRECIPIENT. UNIVERSITY and SUBRECIPIENT shall include an appropriate acknowledgement of the sponsorship of the Prototype Projects by the Government and UNIVERSITY in such publication or disclosure. The Parties shall have only the right to use, disclose, and exploit any such data and protected information in accordance with the rights held by them pursuant to this Agreement. Notwithstanding the above, the Parties shall not be deemed authorized by this paragraph, alone, to disclose any protected information of UNIVERSITY and SUBRECIPIENT. Nothing contained herein shall contradict or contravene any use of unlimited data rights obtained under Article XVI: Data Rights, below.

1. Classified Research Projects

If a project is determined by the Government to contain classified information, each participant conducting classified research will require a DoD Facility Clearance.

If a release of protected information is for a classified Research Project, the provisions of the DoD Security Agreement (DD Form 441), Standard Form 328 (SF 328) Certificate Pertaining to Foreign Interests, and the DoD Form 254 (DD Form 254) Contract Security Classification Specification apply. The Government will be responsible for the completion of the DD Form 254. SUBRECIPIENT must complete the DD Form 441 and SF 328 and provide them to the Government through for review by the proper Government representatives, the Industrial Security Representative at the cognizant Defense Counterintelligence and Security Agency (DCSA) office for DD Form 441 and SF 328 and the requiring activity's local Security office for the DD Form 254. The Texas A&M University System Facility Security Officer, will receive the information from UNIVERSITY, and will work with individual participants to ensure requirements of the National Industrial Security Program are met as required.

1. Review or Approval of Technical Information for Public Release
2. At least 45 calendar days prior to the scheduled release date, SUBRECIPIENT shall submit to the UNIVERSITY TECHNICAL REPRESENTATIVE a copy of the information to be released along with a Clearance Request for Public Release of Department of Defense Information DD Form 1910, who will route the information to the Agreements Officer(AO), as defined in Prime Award, APPENDIX D, ARTICLE I, and other appropriate parties for review and approval.
3. The Agreements Officers Representative(AOR), as defined in Prime Award, APPENDIX D, ARTICLE I, is hereby designated as the approval authority for the AO for such releases.
4. Parties to this Agreement are responsible for assuring that an acknowledgment of government support will appear in any publication of any material based on or developed under this Agreement, using the following acknowledgement terms:

"Effort sponsored by the U.S. Government under Other Transaction Agreement number HQ0034249CA01 between Texas A&M Engineering Experiment Station (TEES) and the Government. The U.S. Government is authorized to reproduce and distribute reprints for Governmental purposes notwithstanding any copyright notation thereon."

1. Parties to this Agreement are also responsible for assuring that every publication of material based on or developed under this project contains the following disclaimer:

"The views and conclusions contained herein are those of the authors and should not be interpreted as necessarily representing the official policies or endorsements, either expressed or implied, of the U.S. Government."

1. SUBRECIPIENT shall flow down these requirements to its subcontractors, contractors, suppliers, partners and team members, at all tiers.

**Article 15: Patent Rights (JUL 2025)**

1. Allocation of Principal Rights
2. Unless SUBRECIPIENT notifies UNIVERSITY, in accordance with subparagraph 2 below, that SUBRECIPIENT does not intend to retain title, SUBRECIPIENT shall retain the entire right, title, and interest throughout the world to each Subrecipient Subject Invention consistent with the provisions of this Article. For purposes of this Agreement, Subrecipient Subject Agreement means any invention conceived or first actually reduced to practice partially or fully by SUBRECIPIENT in the performance of work under this Agreement.
3. With respect to any Subrecipient Subject Invention in which SUBRECIPIENT retains title, the Government shall receive a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or to have practiced (make, have made, use, have used, or import) the Subrecipient Subject Invention throughout the world on behalf of the U.S. for Government purposes and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the U.S. in accordance with 35 U.S.C. 209(d)(J) and 37 C.F.R. 404.7(a)(2)(i). SUBRECIPIENT shall record a confirmatory instrument of the Government's license to the Subrecipient Subject Invention with the U.S. Patent and Trademark Office.
4. Invention Disclosure, Election of Title, and Filing of Patent Application
5. The SUBRECIPIENT shall disclose each Subrecipient Subject Invention to UNIVERSITY within three months after the inventor discloses it in writing to SUBRECIPIENT personnel responsible for patent matters. The disclosure to UNIVERSITY shall be in the form of a written report and shall identify the Agreement and circumstances under which the Subrecipient Subject Invention was made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the Subrecipient Subject Invention. The disclosure shall also identify any publication, sale, or public use of the invention and whether a manuscript describing the Subrecipient Subject Invention has been submitted and/or accepted for publication at the time of disclosure.
6. If the SUBRECIPIENT determines that it does not intend to retain title to any such Subrecipient Subject Invention, the SUBRECIPIENT shall notify UNIVERSITY, in writing, within eight months of disclosure to the Government. However, in any case where publication, sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the U.S., the period for such notice may be shortened by the Government to a date that is no more than 60 calendar days prior to the end of the statutory period.
7. SUBRECIPIENT shall file its initial patent application on a Subrecipient Subject Invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the U.S. after a publication, or sale, or public use. SUBRECIPIENT may elect to file patent applications in additional countries, including the European Patent Office and the Patent Cooperation Treaty, within either 10 months of the corresponding initial patent application or six months after the date permission is granted by the Commissioner for Patents to file foreign patent applications, where such filing had previously been prohibited by a Secrecy Order.
8. SUBRECIPIENT shall notify UNIVERSITY of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent, in any country, not less than 30 calendar days before the expiration of the response period required by the relevant patent office.
9. Requests for extension of the time for disclosure election, and filing under Article XV: Patent Rights, may be granted at the Government's discretion after considering the circumstances of SUBRECIPIENT and the overall effect of the extension.
10. SUBRECIPIENT shall submit to UNIVERSITY annual listings of Subrecipient Subject Inventions. At the completion of the Agreement, SUBRECIPIENT shall submit a comprehensive listing of all Subrecipient Subject Inventions identified during the course of the Agreement and the current status of each.
11. Conditions When the Government May Obtain Title

Upon request by the Government and subsequent UNIVERSITY's written request to SUBRECIPIENT, SUBRECIPIENT shall convey title to any Subrecipient Subject Invention to the Government under any of the following conditions:

1. If SUBRECIPIENT fails to disclose or elects not to retain title to the Subrecipient Subject Invention within the times specified in Paragraph 8 of this Article; however, the Government may only request title within 75 calendar days after learning of the failure of SUBRECIPIENT to disclose or elect within the specified times;
2. In those countries in which SUBRECIPIENT fails to file patent applications within the times specified in Paragraph 8 of this Article; however, if SUBRECIPIENT has filed a patent application in a country after the times specified in Paragraph B of this Article, but prior to its receipt of the written request by the Government, SUBRECIPIENT shall continue to retain title in that country; or
3. In any country in which SUBRECIPIENT decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a Subrecipient Subject Invention.
4. Minimum Rights to SUBRECIPIENT and Protection of SUBRECIPIENT's Right to File
5. SUBRECIPIENT shall retain a nonexclusive, royalty-free license throughout the world in each Subrecipient Subject Invention to which the Government obtains title, except if SUBRECIPIENT fails to disclose the Subrecipient Subject Invention within the times specified in Paragraph B of this Article. SUBRECIPIENT license extends to its domestic subsidiaries and affiliates, if any, and includes the right to grant licenses of the same scope to the extent that SUBRECIPIENT was legally obligated to do so at the time the Agreement was awarded. The license is transferable only with the approval of the Government, except when transferred to the successor of that part of the business to which the Subrecipient Subject Invention pertains. The Government's approval for license transfer shall not be unreasonably withheld.
6. SUBRECIPIENT 's domestic license may be revoked or modified by the Government to the extent necessary to achieve expeditious practical application of the Subrecipient Subject Invention pursuant to an application for an exclusive license submitted consistent with appropriate provisions at 37 C.F.R. Part 404 . This license shall not be revoked in that field of use or the geographical areas in which SUBRECIPIENT has achieved practical application and continues to make the benefits of the Subrecipient Subject Invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Government to the extent SUBRECIPIENT, its licensees, or the subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the Government shall furnish SUBRECIPIENT a written notice of its intention to revoke or modify the license, and SUBRECIPIENT shall be allowed 30 calendar days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

1. Action to Protect the Government's Interest
2. SUBRECIPIENT agrees to execute or to have executed and promptly deliver to the Government all instruments necessary to (a) establish or confirm the rights the Government has throughout the world in those Subrecipient Subject Inventions to which SUBRECIPIENT elects to retain title, and (b) convey title to the Government when requested under Paragraph C of this Article and to enable the Government to obtain patent protection throughout the world in that Subrecipient Subject Invention.
3. SUBRECIPIENT agrees to require by written agreement with its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by SUBRECIPIENT each Subrecipient Subject Invention made under this Agreement in order that SUBRECIPIENT can comply with the disclosure provisions of Paragraph 8 of this Article. SUBRECIPIENT shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
4. SUBRECIPIENT shall include, within the specification of any U.S. patent application and any patent issuing thereon covering a Subrecipient Subject Invention, the following statement:

"This invention was made with Government support under Other Transaction Agreement Number HQ0034249CA01 awarded by the Government. The Government has certain rights in the invention."

1. Lower Tier Agreements

SUBRECIPIENT shall include this Article, suitably modified, in all subcontracts or lower tier Agreements, regardless of tier, for experimental, developmental, or research work.

1. Reporting on Utilization of Subrecipient Subject Inventions
2. SUBRECIPIENT agrees to submit during the term of the Agreement, an annual report on the utilization of a Subrecipient Subject Invention or on efforts at obtaining such utilization that are being made by SUBRECIPIENT or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by SUBRECIPIENT, and such other data and information as UNIVERSITY on behalf of the Government may reasonably specify. SUBRECIPIENT also agrees to provide additional reports as may be requested by UNIVERSITY in connection with any march-in proceedings undertaken by the Government in accordance with Paragraph J of this Article. UNIVERSITY agrees it shall not disclose such information to persons outside UNIVERSITY or the Government without permission of SUBRECIPIENT, unless required by law.
3. All required reporting and communications shall be submitted to UNIVERSITY.
4. Filing of Patent Applications

 SUBRECIPIENT and/or UNIVERSITY on behalf of the Government shall provide notice to the Agreements Officer as to whether it desires that a patent application be filed on any Subrecipient Subject Invention disclosed in such materials. In the event that a SUBRECIPIENT and/or the Government desires that such a patent be filed, SUBRECIPIENT or the Government proposing to publish or disclose such materials agrees to withhold publication and disclosure of such materials until the occurrence of the first of the following:

1. Filing of a patent application covering such Subrecipient Subject Invention or
2. Written agreement, from the Government and SUBRECIPIENT that no patentable Subrecipient Subject Invention is disclosed in such materials.

Further, SUBRECIPIENT shall notify UNIVERSITY if it believes any of its Confidential Information has been included in the proposed publication or disclosure and shall identify the specific Confidential Information that need to be removed from such proposed publication.

1. Preference for American Industry

Notwithstanding any other provision of this clause, SUBRECIPIENT agrees that it shall not grant to any person the exclusive right to use or sell any Subrecipient Subject Invention in the U.S. unless such person agrees that any product embodying the Subrecipient Subject Invention or produced through the use of the Subrecipient Subject Invention shall be manufactured substantially in the U.S. However, in individual cases, the requirements for such an agreement may be waived by the Government upon a showing by SUBRECIPIENT that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the U.S. or that, under the circumstances, domestic manufacture is not commercially feasible.

1. March-in Rights

SUBRECIPIENT agrees that, with respect to any Subrecipient Subject Invention in which it has retained title, UNIVERSITY on behalf of the Government has the right to require SUBRECIPIENT, an assignee, or exclusive licensee of a Subrecipient Subject Invention to grant a non-exclusive license to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if SUBRECIPIENT, assignee, or exclusive licensee refuses such a request, the Government has the right to grant such a license itself if the Government determines that:

1. Such action is necessary because SUBRECIPIENT or assignee has not taken effective steps, consistent with the intent of this Agreement, to achieve practical application of the Subrecipient Subject Invention;
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by SUBRECIPIENT, assignee, or their licensees;
3. Such action is necessary to meet requirements for public use and such requirements are not reasonably satisfied by SUBRECIPIENT, assignee, or licensees; or
4. Such action is necessary because the agreement required by Paragraph I of this Article has not been obtained or waived or because a licensee of the exclusive right to use or sell any Subrecipient Subject Invention in the U.S. is in breach of such Agreement.

**Article 16: Data Rights (JUL 2025)**

1. Allocation of Principal Rights
2. SUBRECIPIENT grants the Government royalty free, world-wide, nonexclusive, irrevocable license to reproduce, distribute, publicly perform, and publicly display Data created under this Agreement.
3. With respect to Data developed or generated under this Agreement, the Government shall receive Government Purpose Rights.
4. With respect to specific deliverables under this Agreement, the Government will receive rights as indicated in the attached Performance Work Statement.
5. Data that will be delivered , furnished, or otherwise provided to the Government under this Agreement, in which the Government has previously obtained rights, shall be delivered, furnished, or provided with the pre-existing rights, unless (a) the parties have agreed otherwise, or (b) any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.
6. Identification of Principal Rights: See Attachment 3, Data Assertions List, please refer to the Prime Award, APPENDIX D.
7. Marking of Data: Any Data delivered under this Agreement shall be marked with the following legend:

"Use, duplication, or disclosure is subject to the restrictions as stated in Agreement number or HQ0034249CA01 between TEES and the Government."

1. In the event that SUBRECIPIENT learns of a release to UNIVERSITY and/or the Government of its unmarked Data that should have contained a restricted legend, SUBRECIPIENT will have the opportunity to cure such omission going forward by providing written notice to UNIVERSITY within six (6) months of the erroneous release.
2. Prior Technology

In the event it is necessary for SUBRECIPIENT to furnish UNIVERSITY on behalf of the Government with Data which existed prior to, or was produced outside of this Agreement, and such Data embodies trade secrets or comprises commercial or financial information which is privileged or confidential, and such Data is so identified with a suitable notice or legend, the Data will be maintained in confidence and disclosed and used by UNIVERSITY and/or the Government and such Government Contractors or contract employees that the Government may hire on a temporary or periodic basis only for the purpose of carrying out the Government's responsibilities under this Agreement. Data protection will include proprietary markings and handling, and the signing of nondisclosure agreements by such Government Contractors or contract employees. SUBRECIPIENT shall not be obligated to provide Data that existed prior to or was developed outside of this Agreement to UNIVERSITY and/or the Government. Upon completion of activities under this Agreement, such Data will be disposed of as requested by SUBRECIPIENT.

1. Oral and Visual Information

If information which SUBRECIPIENT considers to embody trade secrets or to comprise commercial or financial information which is privileged or confidential is expressly disclosed orally or visually directly to UNIVERSITY and/or the Government, the exchange of such information must be memorialized in tangible, recorded form and marked with a suitable notice or legend, and furnished to UNIVERSITY on behalf of the Government within 21 calendar days after such oral or visual disclosure, or UNIVERSITY and/or the Government shall have no duty to limit or restrict, and shall not incur any liability for any disclosure and use of such information. If the Government reasonably determines that the memorialization of the exchange is insufficiently detailed to enable it to identify the privileged or Confidential Information, SUBRECIPIENT shall provide additional detail at the UNIVERSITY 's and/or the Government's request, subject to restrictions on use and disclosure.

1. Disclaimer of Liability
2. Notwithstanding the above, UNIVERSITY and/or the Government shall not be restricted in, nor incur any liability for, the disclosure and use of:
3. Data not identified with a suitable notice or legend as set forth in this Article; nor
4. Information contained in any Data for which disclosure and use is restricted, if such information is or becomes generally known without breach of the above, is properly known to UNIVERSITY and/or the Government or is generated by the Government independent of carrying out responsibilities under this Agreement, is rightfully received from a third party without restrict ion, or is included in Data which SUBRECIPIENT has furnished, or is required to furnish to UNIVERSITY and/or the Government without restriction on disclosure and use.
5. Notwithstanding paragraph D.1.a. of this Article above, if SUBRECIPIENT cures the omission of the suitable notice or legend, the restrictions, and related liability for disclosure and use of such information shall apply after cure unless it is then unrestricted under D.1.b. of this Article above.
6. Copyright

Only to the extent necessary to fulfill UNIVERSITY's obligations to the Government and carry out the mission of UCAH, SUBRECIPIENT hereby grants to UNIVERSITY on behalf of the Government a non-exclusive, non-transferable, royalty-free, fully paid-up license to reproduce, prepare derivative works, distribute copies to the Government, and perform and display for or to the Government any copyrighted materials developed under this Agreement, excluding all Data and SUBRECIPIENT attributional/proprietary information.

1. Lower Tier Agreements

SUBRECIPIENT shall include this Article, suitably modified to identify the parties, in all, Project Sub-Agreements, subcontracts or lower tier Agreements, regardless of tier, or experimental, developmental, or research work.

1. Survival Rights

All sections of this Article shall survive termination of this Agreement.

1. Delivery of Subrecipient Subject Invention Practical Application Data
2. In the event the Government chooses to exercise rights, as defined in Article VIII, Section J of this Agreement, the SUBRECIPIENT agrees, upon written request from UNIVERSITY, to deliver at no additional cost to UNIVERSITY, all Data necessary to achieve practical application within 45 calendar days from the date of Notice. In the event the Government chooses to exercise its March-in Rights, the Government shall retain Unlimited Rights, as defined in Article I Section B, Definitions of Prime Award, APPENDIX D, to this delivered Data.
3. To facilitate any potential deliveries, SUBRECIPIENT agrees to retain and maintain in good condition until five years after completion or termination of this Agreement, all Data necessary to achieve practical application of any Subrecipient Subject Invention as defined in Article 1 of Prime Award, APPENDIX D.
4. Commercial Computer Software. SUBRECIPIENT shall ensure that non-research and development contracts/subcontracts for Commercial Computer Software contain terms to obtain sufficient rights for the Government to fulfill the need for which the software is being acquired.

**Article 17: Foreign Access to Technology (JUL 2025)**

This Article shall remain in effect during the term of the Agreement and for five years thereafter.

1. General

The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense, and to the economic vitality of the U.S. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be carefully controlled. The controls contemplated in this Article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulations (22 C.F.R. Part 120, et seq.), the National industrial Security Program Operating Manual (NISPOM) (32 CFR Part 1 17), and the Department of Commerce's Export Administration Regulations (15 C.F.R. Part 730, et seq.).

1. Restrictions on Sale or Transfer of Technology to Foreign Firms or Institutions

1. In order to promote the national security interests of the U.S. and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs B.2, B.3, and B.4 below shall apply to any transfer of Technology. For purposes of this paragraph, a transfer includes a sale of SUBRECIPIENT, and sales or licensing of Technology. Transfers do not include:

a. Sales of products or components; or

b. Licenses of the software or documentation related to sales of products or components; or

c. Transfer to foreign subsidiaries of SUBRECIPIENT for purposes related to this Agreement or

d. Transfer which provides access to Technology to a Foreign Firm or Institution which is an approved source of supply or source for the conduct of research under this Agreement provided that such transfer shall be limited to that necessary to allow the firm or institution to perform its approved role under this Agreement.

2. SUBRECIPIENT shall provide timely notice to UNIVERSITY of any proposed transfers from SUBRECIPIENT of Technology developed under this Agreement to Foreign Firms or Institutions. If UNIVERSITY and/or the Government determines that the transfer may have adverse consequences to the national security interests of the U.S., SUBRECIPIENT, its vendors, and the Government shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer, but which provide substantially equivalent benefits to SUBRECIPIENT.

3. In any event, SUBRECIPIENT shall provide written notice to UNIVERSITY of any proposed transfer to a foreign firm or institution at least 75 calendar days prior to the proposed date of transfer. Such notice shall cite this Article and shall state specifically what is to be transferred and the general terms of the transfer. Within 45 calendar days of receipt of the SUBRECIPIENT's written notification, UNIVERSITY shall advise SUBRECIPIENT whether it consents to the proposed transfer. In cases where UNIVERSITY on behalf of the Government does not concur or 75 calendar days after receipt and the Government provides no decision, SUBRECIPIENT may utilize the procedures under Article V, Disputes, of the Prime Award, APPENDIX D. No transfer shall take place until a decision is rendered.

4. In the event a transfer of Technology to Foreign firms or Institutions which is NOT approved by UNIVERSITY on behalf of the Government takes place, SUBRECIPIENT shall (a) refund to UNIVERSITY the Government funds paid for the development of the Technology and (b) the Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice, or to have practiced on behalf of the U.S. the Technology throughout the world for Government and any and all other purposes, particularly to effectuate the intent of this Agreement. Upon request by UNIVERSITY and/or the Government, SUBRECIPIENT shall provide written confirmation of such licenses.

C. Export Compliance

SUBRECIPIENT and their subcontractors shall comply with U.S. Export regulations including, but not limited to, the requirement s of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401- 2420. Each party is responsible for obtaining from the Government export licenses or other authorizations/approvals, if required, for information or materials provided from one party to another under this Agreement. Accordingly, SUBRECIPIENT shall not export, directly, or indirectly, any products and/or technology, Confidential Information, Trade Secrets, or Classified and Unclassified Technical Data in violation of any U.S. Export laws or regulations.

SUBRECIPIENT will cooperate fully in any review by UNIVERSITY Ethics and Compliance of the SUBRECIPIENT's compliance with the ITAR and the EAR. SUBRECIPIENT will assist UNIVERSITY Ethics and Compliance in the completion of an annual risk assessment to establish and certify SUBRECIPIENT 's compliance with applicable export control laws, regulations, and UCAH procedures.

D. Lower Tier Agreements

SUBRECIPIENT shall flow down the requirements of this Article to their respective personnel, Consortium Members, and agents, (Including employees and subcontractors) at all levels.

**Article 18: Program Security (JUL 2025)**

Access and General Protection/Security Policy and Procedures. While onsite at U.S. Department of Defense facilities for the purpose of carrying out the Scope of Work under this Agreement, all SUBRECIPIENT employees, including subcontractor employees, shall comply with all installation and facility access and local security policies and procedures (provided by Government representative), and security/emergency management exercises. SUBRECIPIENT shall also provide all information required for background checks to meet installation access requirements. SUBRECIPIENT workforce shall comply with all personal identity verification and accountability requirements as directed by the Government and/or local policy. Should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in SUBRECIPIENT security matters or processes. During FPCONs Charlie and Delta, services/installation access may be discontinued/postponed due to higher threat. Services will resume when FPCON level and/or threat is reduced to an acceptable level as determined by the Installation Commander. SUBRECIPIENT shall be subject to and comply with vehicle searches, wearing of ID badges, etc.

1. Access and General Protection/Security Policy and Procedures

When appropriate, SUBRECIPIENT shall provide personnel with the appropriate personnel security clearance levels for the work to be performed. Access to Classified Information is not required in the performance of this contract. If access to classified information were required in the performance of this contract, it shall be in accordance with 32 CFR Part 117, NISPOM, applicable DoD personnel security regulations. SUBRECIPIENT shall maintain sufficiently cleared personnel to perform the tasks required by the Scope of Work and this Agreement. All SUBRECIPIENT personnel shall possess the requisite security clearance, accesses, and need-to-know commensurate with the requirements of their positions. Overarching contract security requirements, and SUBRECIPIENT access to Classified Information, shall be as specified in the DD Form 254 for this Agreement. All SUBRECIPIENT personnel with access to unclassified IS, including e-mail, shall have at a minimum a favorable National Agency Check with Inquiries (NACI).

1. Security Education, Training and Awareness Briefs

All SUBRECIPIENT employees, including subcontractor employees, working on an Agreement involving classified information shall receive new employee training and annual security refreshers. These training programs will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity and violations to their local security officers. This training shall be completed within 45 calendar days after contract start date or Effective Date of incorporation of this requirement into the contract, whichever applies, and then annually thereafter. SUBRECIPIENT shall submit certificates of completion for each affected SUBRECIPIENT employee and subcontractor employee to UNIVERSITY within 10 calendar days after completion of training by all employees and subcontractor personnel.

1. Access to DoD Facility or Installation

All SUBRECIPIENT employees, including subcontractor employees, shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index (NCIC-III) and Terrorist Screening Database (DoDM 5200.08-R 09APR07); applicable installation, facility and area commander installation and facility access and local security policies and procedures (provided by the Agreements Officers Representative).

1. Information Technology/Information Assurance

Where appropriate, SUBRECIPIENT shall be capable of accessing, handling, receiving and storing UNCLASSIFIED documents, equipment, hardware and test items using the applicable standards of Controlled Unclassified Information(CUI). All CUI (documents designated as LIMITED DISTRIBUTION) shall be submitted by a controlled means using United States Postal Service and/or Safe Access File Exchange (SAFE) website.

1. For Official Use Only Information and Controlled Unclassified Information

SUBRECIPIENT personnel shall be capable of accessing, handling, receiving, and storing UNCLASSIFIED documents, equipment, hardware and test items using applicable standards of FOUO and CUI. For Official Use Only information generated and/or provided under this Agreement shall be marked and safeguarded as specified in DoDI 5200.48, Information Security Program Manual available at https://www.dtic.mil/whs/directives/corres/pdf. SUBRECIPIENT shall not store or transmit CUI on personal information technology (IT) systems or via personal e-mail. Unclassified e-mail containing any DoD CUI shall be encrypted to FIPS 140-2 standards.

1. Operations Security (OPSEC)

1. Within 45 days of receipt of the overarching UCAH OPSEC plan from UNIVERSITY, SUBRECIPIENT shall develop, implement, and maintain an Operations Security (OPSEC) program to protect controlled unclassified and classified activities, information, equipment, and material used or developed by SUBRECIPIENT and any subcontractor during performance of the Agreement. SUBRECIPIENT shall be responsible for the subcontractor implementation of the OPSEC requirements. The OPSEC program shall be in accordance with National Security Decision Directive 298, and at a minimum shall include:

a. Assignment of responsibility for OPSEC direction and implementation.

b. Issuance of procedures and planning guidance for the use of OPSEC techniques to identify vulnerabilities and apply applicable countermeasures.

c. Establishment of OPSEC education and awareness training.

d. Provisions for management, annual review, and evaluation of OPSEC programs.

e. Flow down of OPSEC requirements to subcontractors when applicable.

2. SUBRECIPIENT shall prepare an OPSEC Plan for UNIVERSITY review.

3. UNIVERSITY will maintain a copy of this OPSEC plan and any updates or amendments.

1. SUBRECIPIENT shall implement and maintain security procedures and controls to prevent unauthorized disclosure of CUI and Classified Information and to control distribution of CUI and Classified Information in accordance with the NJSPOM and DoDM 5200.01, Information Security Program Manual. The DoD Contract Security Classification Specification, DD Form 254, defines program specific security requirements. All SUBRECIPIENT facilities shall provide an appropriate means of storage for CUI and classified documents, classified equipment and materials and other equipment and materials.
2. Public Release of Information

In accordance with DoDM 5205.02-M, an OPSEC review will be performed by UNIVERSITY prior to all public release of information. All Government information intended for public release by SUBRECIPIENT shall be submitted to UNIVERSITY Office of Research Compliance, in accordance with ARTICLE VII: Notices, for review thirty (30) days prior to release. All public release of information will be approved by the Government prior to release. The OPSEC review will be performed as part of the Public Review Process described in Article XVII: Statutory Authority of the Prime Award, APPENDIX D.

1. Lower Tier Agreements

SUBRECIPIENT shall flow down the requirements of this Article to their respective personnel, agents, and (including employees and subcontractors) at all levels, receiving such Confidential Information or Trade Secrets under this Agreement.

**Article 19: Safeguarding Covered Defense Information and Cyber Incident Reporting (JUL 2025)**

The following provisions apply to both this Agreement and all Sub-Agreements:

1. Adequate Security

SUBRECIPIENT shall provide adequate security on all covered SUBRECIPIENT information systems. To provide adequate security, the SUBRECIPIENT shall implement, at a minimum, the following information security protections:

1. For covered SUBRECIPIENT information systems that are part of an IT service or system operated on behalf of UNIVERSITY or the Government, the following security requirements apply:

* 1. Cloud computing services shall be subject to the security requirements specified:
1. SUBRECIPIENT shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide found at https://public.cyber.mil/dccs-documents/ unless notified by UNIVERSITY that this requirement has been waived by the DoD Chief Information Officer (CIO).

ii. SUBRECIPIENT shall maintain within the U.S. or outlying areas all Government data that is not physically located on Government premises, unless the SUBRECIPIENT receives written notification from UNIVERSITY on behalf of the AOR to use another location.

* 1. Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this Agreement.

2. For "covered SUBRECIPIENT information systems" that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph A.1. of this Article, the following security requirements apply:

1. Except as provided in paragraph 2.b. of this Article, the covered SUBRECIPIENT information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800- 171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at https://csrc.nist.gov/publications/detail/sp/800-171/rev-l/archive/2016-12-20) in effect at the time the solicitation is issued or as authorized by the AO.
2. The National Institute of Standards and Technology Considerations:
3. SUBRECIPIENT shall implement NIST SP 800-171, as soon as practical.

ii. SUBRECIPIENT shall submit requests to vary from NIST SP 800-171 in writing thru UNIVERSITY to the AO, for consideration by the DoD CIO. SUBRECIPIENT need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be non-applicable or to have an alternative, but equally effective, security measures that may be implemented in its place.

iii. If the DoD CIO has previously adjudicated the SUBRECIPIENT's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to UNIVERSITY when requesting its recognition under this Agreement.

iv. If SUBRECIPIENT intends to use an external cloud service provider to store, process, or transmit any Covered Defense Information in performance of this Agreement, the SUBRECIPIENT shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/documents/) and that the cloud service provider complies with requirements in paragraphs C through G of this Article for cyber incident reporting, malicious software, media preservation and protection , access to additional information and equipment necessary for Forensic Analysis, and cyber incident damage assessment.

3. Apply other information systems security measures when the SUBRECIPIENT reasonably determines that information systems security measures, in addition to those identified in paragraphs A.1.and A.2. of this Article, may be required to provide Adequate Security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

1. Cyber Incident Reporting Requirement

1. When SUBRECIPIENT discovers a Cyber Incident that affects a covered SUBRECIPIENT information system or the Covered Defense Information residing therein, or that affects the SUBRECIPIENT's ability to perform the requirements of the contract that are designated as Operationally Critical Support and identified in the Agreement, the SUBRECIPIENT shall-

1. Conduct a review for evidence of Compromise of Covered Defense Information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing Covered SUBRECIPIENT Information System(s) that were part of the Cyber Incident, as well as other Information Systems on the SUBRECIPIENT's network(s), that may have been accessed as a result of the incident in order to identify compromised Covered Defense Information, or that affect the SUBRECIPIENT's ability to provide Operationally Critical Support; and
2. Rapidly report Cyber Incidents to DoD at https://dibnet.dod.mil.

2. Cyber Incident report. The Cyber Incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at https://dibnet.dod .mil.

3. Medium assurance certificate requirement. In order to report Cyber Incidents in accordance with this Article, the SUBRECIPIENT, a Consortium Member, or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report Cyber Incidents. For information on obtaining a DoD-approved medium assurance certificate, see https://public.cyber.mil/eca/assurance- levels/.

1. Malicious Software.

When the SUBRECIPIENT or subcontractors discover and isolate Malicious Software in connection with a reported Cyber Incident, submit the Malicious Software to DoD Cyber Crime Center (DC3) at this website: https://www.dc3.mil/\_or in accordance with additional instructions provided by DC3 or the AO or the AOR. Do not send the Malicious Software to the AO or AOR.

1. Media preservation and protection.

When SUBRECIPIENT discovers a Cyber Incident has occurred, the SUBRECIPIENT shall preserve and protect images of all known affected Information Systems identified in paragraph B. 1.a. of this Article and all relevant monitoring/packet capture data for at least 90 calendar days from the submission of the cyber incident report to allow DoD to request the Media or decline interest.

1. Access to additional information or equipment necessary for Forensic Analysis.

Upon request by DoD and/or UNIVERSITY, the SUBRECIPIENT shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

1. Cyber Incident damage assessment activities.

If DoD elects to conduct a damage assessment, UNIVERSITY and/or the AO will request that the SUBRECIPIENT provide all of the damage assessment information gathered in accordance with paragraph D of this Article.

1. DoD safeguarding and use of SUBRECIPIENT attributional/proprietary information

UNIVERSITY and/or the Government shall protect against the unauthorized use or release of information obtained from SUBRECIPIENT (or derived from information obtained from the SUBRECIPIENT) under this Article that includes SUBRECIPIENT attributional/proprietary information, including such information submitted in accordance with paragraph B. To the maximum extent practicable, SUBRECIPIENT shall identify and mark attributional/proprietary information. In making an authorized release of such information, UNIVERSITY and/or the Government will implement appropriate procedures to minimize SUBRECIPIENT attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

1. Use and release of SUBRECIPIENT attributional/proprietary information not created by or for DoD.

Information that is obtained from SUBRECIPIENT (or derived from information obtained from SUBRECIPIENT) under this Article that is not created by or for the Government is authorized to be released outside of Government-

1. To entities with missions that may be affected by such information;

2. To entities that may be called upon to assist in the diagnosis, detection, or mitigation of Cyber Incidents;

3. To Government entities that conduct counterintelligence or law enforcement investigations;

4. For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 C.F.R. Part 236).

1. Use and release of SUBRECIPIENT attributional/proprietary information created by or for DoD.

Information that is obtained from SUBRECIPIENT (or derived from information obtained from SUBRECIPIENT) under this Article that is created by or for the Government (including the information submitted pursuant to paragraph C of this Article) is authorized to be used and released outside of UNIVERSITY or the Government for purposes and activities authorized by paragraph A. of this Article, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information .

1. Other safeguarding or reporting requirements.

The safeguarding and cyber incident reporting required by this Article in no way abrogates SUBRECIPIENT's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable Articles of this Agreement, or as a result of other applicable U.S. Government statutory or regulatory requirements.

1. Lower Tier Agreements

SUBRECIPIENT shall flow down the requirements of this Article to their respective personnel, Consortium Members, and agents, (Including employees and subcontractors) at all levels.

**Article 20: Use of Certain Telecommunications and Video Surveillance Services or Equipment (JUL 2025)**

Authorization Act for Fiscal Year 2019 (Pub. L. 1 15-232). Based on the information provided below, the Government may be unable to enter into an Agreement, exercise an option under an Agreement, or bilaterally modify the Agreement to extend the term of an Agreement with the SUBRECIPIENT.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the U.S. Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, C.F.R.;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, C.F.R., and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by Part 810 of Title 10, C.F.R. (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by Part 110 of Title 10, C.F.R. (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by Part 33 1 of Title 7, C.F.R., Part 12 1 of Title 9 of such Code, or Part 73 of Title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 20 18 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) SUBRECIPIENT is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless SUBRECIPIENT is providing (i) a service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or (ii) telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles or the covered telecommunication equipment or services. A waiver, for a period not exceeding August 13, 2021, may be requested.

(2) SUBRECIPIENT acknowledges and accepts that the Government is prohibited from entering into an Agreement, or extending or renewing an Agreement, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (b)(1) of this article applies, regardless of whether that use is in performance of work under a Federal contract or Agreement.

(c) Certification.

SUBRECIPIENT shall review the list of excluded parties in the SAM (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

Based on that review:

(1) SUBRECIPIENT certifies that it does[ ] does not[x ] provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, Agreement, or other contractual instrument .

(2) If SUBRECIPIENT does provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, Agreement, or other contractual instrument as described in paragraph (c)( l ), the SUBRECIPIENT certifies that it will [ ] will not [ x ] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, Agreement, or other contractual instrument resulting from this solicitation. If SUBRECIPIENT will provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, Agreement, or other contractual instrument resulting from this solicitation (c)(2), SUBRECIPIENT shall provide the additional disclosure information required at paragraph (d)( l ) of this Article.

(3) SUBRECIPIENT certifies, after conducting a reasonable inquiry, for purposes of this certification, that it does [ ] does not [ x ] use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. If SUBRECIPIENT does use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services as described under this paragraph (c)(3), SUBRECIPIENT shall provide the additional disclosure information required at paragraph (d)(2) of this Article.

(d) Disclosures.

(1) Disclosure for the certification in paragraph (c)(2) of this Article. If SUBRECIPIENT does provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, Agreement, or other contractual instrument in in paragraph (c)(2) of this provision, SUBRECIPIENT shall provide the following information:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this Article.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product and Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this Article.

(2) If SUBRECIPIENT does use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services in in paragraph (c)(3) of this Article, SUBRECIPIENT shall provide the following information:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this Article.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided ; and explanation of the proposed use of covered telecommunication s services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this Article.

(e) Reporting requirement.

(1) In the event SUBRECIPIENT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Agreement performance, or SUBRECIPIENT is notified of such by a subcontractor at any tier or by any other source, SUBRECIPIENT shall report the information in paragraph (e)(2) of this Article to the AO and to the DoD website at https://dibnet.dod.mil.

(2) SUBRECIPIENT shall report the following information pursuant to paragraph (e)(l) of this clause

(i) Within one business day from the date of such identification or notification: the Agreement number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand ; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (e)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, SUBRECIPIENT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(f) Subcontracts. SUBRECIPIENT shall insert the substance of this article, including this paragraph but excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**Article 24: Whistleblower Protection (JUL 2025)**

SUBRECIPIENT agrees to comply with applicable federal laws protecting whistleblowers, including but not limited to, 41 U.S.C. 4712. SUBRECIPIENT shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person with supervisory authority over the employee, or another employee who has the authority to investigate, discover, or terminate misconduct. SUBRECIPIENT shall inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subgrantee.