

WELCOME

The MMEC™ is a non-profit consortium formed to unite industry, academia, and government for US microelectronic advancement, benefiting the commercial and defense markets. Created to enhance domestic technology and fortify the US supply chain, the MMEC provides a collaborative ecosystem fostering rapid lab-to-fab innovation. This community empowers members to discover new technologies, share their capabilities, develop the next generation of workforce, and bring world-class innovation into scalable commercial production. This welcome packet is your introduction to the MMEC and contains information on the history, structure, project submittal process, marketing materials, IPR Policy, and Anti-Trust Policy. We look forward to working with you and advancing our nations microelectronic capabilities.

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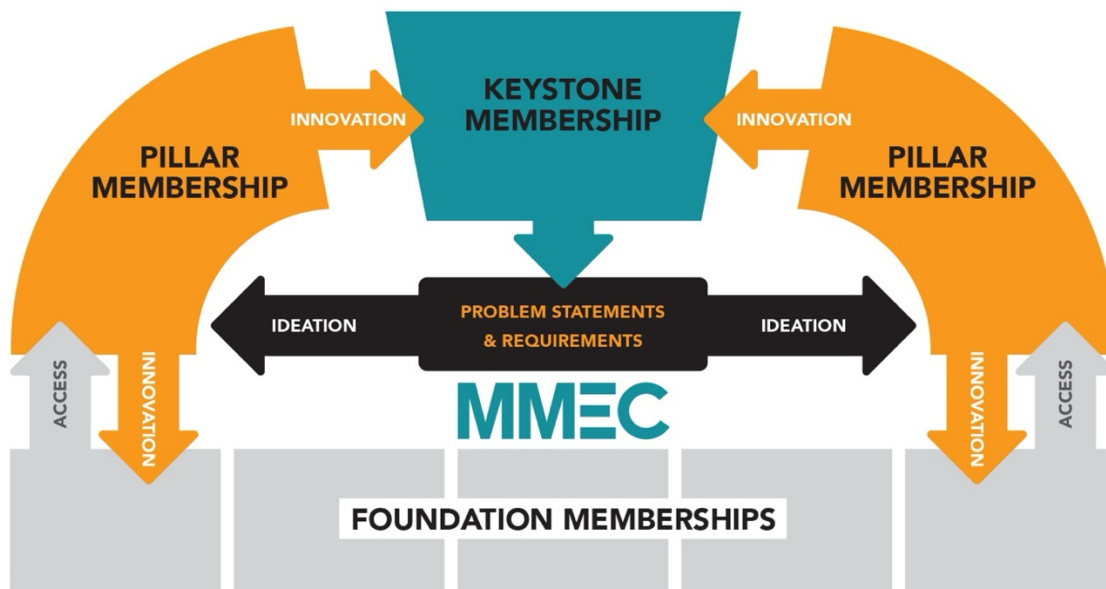
HISTORY OF THE MMEC™:

The MMEC™ is a non-profit Delaware corporation formed to unite industry, academia, and government for US microelectronic advancement, benefiting the commercial and defense markets. Created to enhance domestic technology and fortify the US supply chain, the MMEC provides a collaborative ecosystem fostering rapid lab-to-fab-to-mission innovation. This community empowers Members to discover new technologies, share their capabilities, develop the next generation of workforce, and bring world-class innovation into scalable commercial production.

- The MMEC was developed to address the CHIPS and Science Act 2022 Legislation
- The MMEC has a wide area of support from industry, academia, & regional government
- The initial proposal for Microelectronics Commons was developed in conjunction with Battelle and submitted February 2023
- The MMEC was one of 8 hubs awarded funding under the DoD Microelectronics Commons program and was awarded \$24.3 M in September 2023

MMEC MEMBERSHIP MODEL:

For the MMEC innovation pipeline to be successful, it requires each participating Member to be vested in contributions from other Members. This requires investment in the concept and financial contributions. As with any business relationship, Members should expect a return on that investment, encouraging continued participation, and assistance in sustaining the MMEC beyond the first five years. Our role-based membership types are Keystone, Foundation and Pillar. While we understand our Members may not always fit cleanly under one of these buckets, for the purposes of our model we use these definitions to illustrate the symbiotic relationship between Members in moving innovations from lab-to-fab-to-mission and to capture the relative contributions and rewards offered to our Members. **(See Attachment 2, Appendix A)**



Primary Role	Investment Examples	Potential Returns
Keystone Members: System Integrators, Prime contractors, Product manufacturers, large commercial businesses, etc....		
<ul style="list-style-type: none"> Product transition, integration and production for transition and/or commercial applications Contribution to challenge problems tied to transition/commercialization Coaching of small businesses to lead to successful transition for defense, dual-use and commercial opportunities 	<ul style="list-style-type: none"> Discounted or free fee for servicer SME support as "voice of the customer" Assistance to smaller business in maturing and preparing for transition Access to test bed and/or demonstrations for advanced TRL/MRL prototypes 	<ul style="list-style-type: none"> Early access to innovative product/process improvements Production scale agreements with MMEC Members Steer R&D/ horizon scanning of targeted markets – "Extended IRAD" Workforce training and recruitment
Pillar Members: Small business, academic and non-traditional innovators		
<ul style="list-style-type: none"> Problem solving, solution ideation, and innovation Ideation of market driven challenge problems as part of working groups Leverage MMEC for strategic business growth into targeted markets 	<ul style="list-style-type: none"> Leverage of private capital for cost share Cost share IRAD – IP/product development Potential for back-end IP equity sharing with MMEC and/or other partners 	<ul style="list-style-type: none"> Reduced R&D costs – subsidized core infrastructure and tools Defined market demand targeting commercialization Marketing and legal support for IP protection and licensing Workforce training and recruitment
Foundation Members: Cores, foundry, tools, IP, data and design tools		
<ul style="list-style-type: none"> Expertise in fabrication, tooling in both prototyping, pre-production and production settings Software and design tools Test and evaluations Verification and validation Emulation and simulation 	<ul style="list-style-type: none"> Discounted or free fee for servicer access to critical "Core" infrastructure, tools, or IP required across the MMEC Hub and complimentary Microelectronics Commons Hubs Provide reduced cost access to EDA tools, IP libraries, PDKs, test equipment, etc. 	<ul style="list-style-type: none"> Early access to innovative product/process improvements Production scale agreements with MMEC Members Steer R&D/ horizon scanning of targeted markets – "Extended IRAD" Workforce training and recruitment

HOW THE MMEC BENEFITS OUR MEMBERS:

As a non-profit consortium, the MMEC fosters collaboration and innovation across industry, government, and academia for the benefit of its Members and serving our end-users.

- Growth network of knowledge and access to experts in existing, new, and emerging markets.
- Chance to accelerate and achieve national goals in improving domestic sources of supply and future innovations.
- Joint/Shared funding to leverage the best of the best and catapult technology.

- Access to Hub and Core fabrication facilities and collaborative funding opportunities to advance lab-to-fab transition.
- Collaboration with industry, academia, and government world class partners and stakeholders.
- Access to strategic and aligned private capital from domestic sources to ensure both business growth and project success.
- Open, collaborative, and equitable project participation through Stakeholder, Steering and Working Groups.
- Friendly intellectual property policies and support for IP protection.
- Insight into the latest technology development efforts that support long term DoD military platforms and next-gen commercial applications.

Membership is open to all agencies, academic institutions, research entities, non-profits and not-for-profits, private companies, state and local governments, federally funded research and development centers, or other legal entities. All memberships must be through affiliation with a US-based entity.

STEERING COMMITTEES:

The MMEC Steering Committee is an advisory committee set up by the MMEC Board of Directors to be a guiding stakeholder council represented by a cross section of our membership roles, regions, and organizational types. The Steering Committee is responsible for the formation and management of Working Groups ("WG"). Working Groups may cover a breadth of topics to include, but not be limited to, cross-Hub collaboration, infrastructure, technology topics, workforce and/or other matters broadly impacting the MMEC, Microelectronics Commons and our stakeholders. The Steering Committee will not discuss individual Hub and/or contractual matters; these matters fall outside the purview of the Steering Committee and will be addressed in alignment with the agreements in place with the Microelectronics Commons or other funding sponsors. The Steering Committee will inform technology gap identification and prioritization through various working groups and other mechanisms such a topic and project calls, and Member engagement activities. **(See Attachment 2, Appendix C)**

ADVISORY BOARD:

The MMEC Advisory Board an advisory committee to serve as a non-governing advisory board comprised of selected stakeholders, subject matter experts, or other industry thought leaders. The Advisory Board supports the MMEC Executive Leadership Team with advice, industry insight, challenge problem development, proposal and project review, or other activities as requested by MMEC Executive Leadership Team.

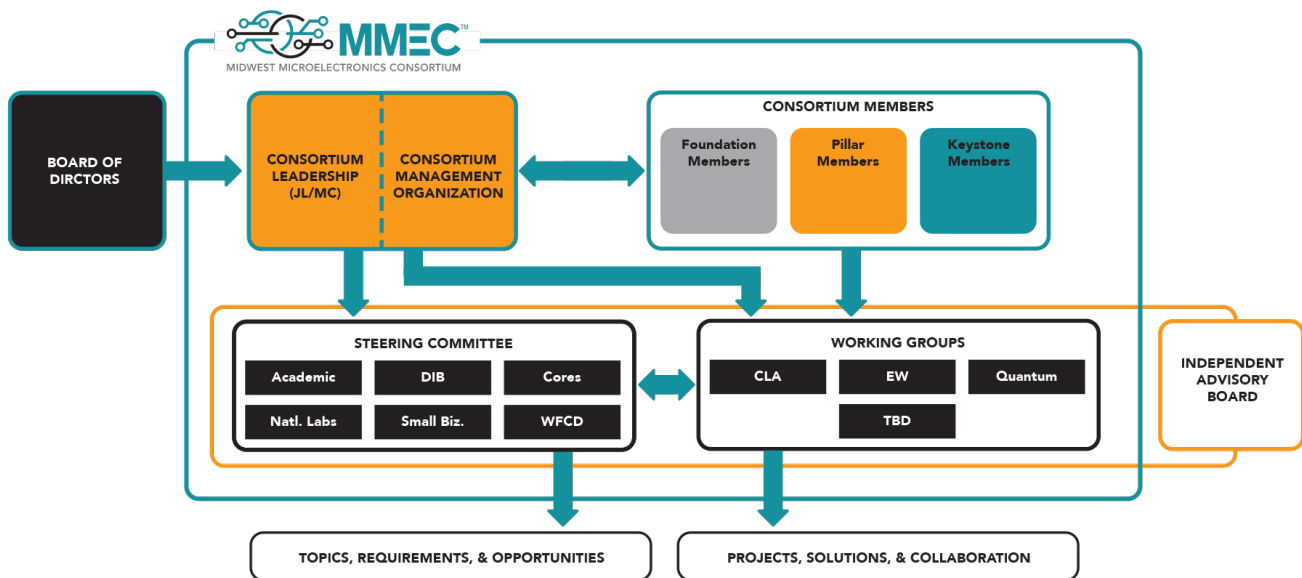
WORKING GROUPS:

Working Groups are identified, organized, and approved by the Steering Committee. Working Groups are assigned a lead and co-lead to run working group meetings, agenda, and to set objectives for each working group. Working Groups may be focused on specific technical areas, cross functional areas, or priorities such as workforce development and training. Working Groups meet quarterly at a minimum and more frequently as activities necessitate. All Members may participate in Working Groups. For matters that require a vote of the Working Group members, each Member organization can cast one vote per organization, regardless of the number of participating staff or employees. **(See Attachment 2, Appendix C).**

BEING PART OF A MICROELECTRONICS COMMONS PROJECT SUBMITTAL:

The MMEC objectives for the consortium membership are to 1) define DoD and commercial market opportunities for its Members by generating problem statements in support of Microelectronics Commons and other government customers, and the needs and/or requirements of product owners, 2) identify teaming opportunities that facilitate equitable partnership for its Members, 3) lower or remove barriers of entry and accelerate transition from lab-to-fab-to-mission for small and mid-sized businesses, start-ups, academic institutions, and non-traditional/start-up businesses, by providing access to common infrastructure, tools, and IP.

All proposals for the Microelectronics Commons must be submitted through an identified Microelectronics Commons Hub. Bi-annual (twice per year) Calls for Projects (CFPs) will be released through Microelectronics Commons, the MMEC works with Members to address proposals that best fit Member expertise and facilitate teaming between Members. The MMEC Member framework will be utilized for all project proposal submittals and to ensure well rounded and compliant proposal submission.



In addition to CFPs, MMEC accepts project abstracts on a continuous basis from our Members`. From these abstracts, topics will be submitted to the Microelectronics Commons program each year. Unsolicited proposals may be submitted to Microelectronics Commons, assuming certain criteria are met, such as end-user endorsement and/or matching funds from a program sponsor.

Non-Microelectronics Commons efforts can be proposed by Members and the MMEC will develop teaming and capture plans to address possible funding opportunities to the benefit of its Members.

ACCESS TO INFRASTRUCTURE INVESTMENTS:

The MMEC and its Members have infrastructure and resources that can be accessed by its Members for the purposes of conducting sponsored research and/or internal research and development. Along with MMEC owned resources and equipment, Members who are not Department of Defense (DOD) or Department of Energy Office of Science (DOE-SC) Laboratories are asked to list resources that are available to other Members through the Member portal. Members must make a formal infrastructure utilization request through the Member portal. No reasonable request will be denied, all requests will be subject to equipment availability. Depending on the nature of the request, user fees and execution of additional agreements with the Member providing the infrastructure may be required. For each instance of use, Members will be required to execute a Service Agreement with the MMEC and/or sponsoring Member, defining the terms and conditions of the activity such as cost (if any) intellectual property and/or data package rights. Any access to DOD or DOE-SC Laboratory resources or equipment requires approval of the cognizant government lab.

MMEC CO-BRANDING:

As a Member of the MMEC, Members are authorized to use the MMEC logo in the Member's promotional materials and website to show membership in the MMEC. Members must comply with the Brand Requirements set forth on Appendix E to Attachment 2. Company usage of the MMEC logo is limited and can only be used to promote membership and not as a representation of the MMEC itself. Any other usage must be authorized by the MMEC in writing and logo usage must stop if membership is canceled or rescinded. The goal of the brand requirements is to define usage and protect the strength and consistency of the MMEC brand on your company's promotional materials and website. **(See Attachment 2, Appendix E)**

NEW MEMBER ORIENTATION:

As new MMEC Members join, the MMEC team will connect and work collaboratively to identify Member technology, capabilities, resources, and needs. A Member orientation will occur once a quarter either virtually or one-on-one. Notice will be sent to all Members so that existing Members may also participate or help educate their respective staff on MMEC resources, opportunities to get involved, processes and other procedures.

WORKFORCE DEVELOPMENT:

Workforce development (WFD) activities will have foundational tenets and will be tailored on a project-to-project basis where applicable given the unique technical interest of our Hub while executing an overarching strategy to align employers, educators, and infrastructure to create a microelectronics work force conduit aligned to the Department of Defense's (DoD) unique requirements. To underwrite future innovation, the MMEC implements a holistic WFD strategy focusing on fostering a resilient microelectronics manufacturing and innovation ecosystem. Our approach immerses participants in the Microelectronics concepts as early as possible, building a workforce inspired to participate in all aspects of the ME supply chain, at all levels of employment. The MMEC engages directly with each State's educator network, including community colleges, Historically Black Colleges and Universities, Minority Institutions, K-12, and Military Veteran Networks. We complement these existing academic partners by providing a robust network of businesses in the region, highlighting opportunities for internships, co-ops, and career positions.

The MMEC will work with partnering education entities, develop curriculum relevant to industry and research partners, and focus resources on student development. Planned WFD initiatives are organized by Hub staff with technology specific efforts implemented in each funded project.

MMEC CONFIDENTIALITY AND DATA SECURITY POLICY:

The MMEC requires all Members to sign a mutual non-disclosure agreement (MNDA) that establishes a confidential relationship between parties so that sensitive information that may be obtained will not be made available to other outside businesses or entities. Aside from MNDA's, all Members will be required to observe document distribution markings and proper handling of Controlled Unclassified Information (CUI) when applicable. In addition, if required for participation in a project, the scope of work, or level of sensitivity, Members may be required to elevate, or confirm their security posture to be Cybersecurity Maturity Model Certification (CMMC) compliant. Security and compliance requirements will be flowed down at the time of contract negotiations.

ANTI-TRUST COMPLIANCE POLICY:

The mission of the MMEC is to develop, qualify, and deploy microelectronics technologies. The MMEC is committed to compliance with respect to all applicable antitrust and competition laws. The MMEC and those Members that participate in MMEC activities must recognize that these laws are intended to preserve and promote free, fair, and open competition and agree to the Anti-Trust Compliance Policy. **(See Attachment 1, Appendix D)**

INTELLECTUAL PROPERTY RIGHTS POLICY:

For all Microelectronics Commons Projects or other sponsored research projects, MMEC Members will need to abide by all contractual flow down requirements and laws and regulations related to that Project. In addition, for MMEC collaborative projects, the use of MMEC infrastructure or Member infrastructure, Members may be required to execute additional agreements related to intellectual property (IP) owners, use and commercialization. For Members that are DOD or DOE-SC National Laboratories, the IP terms of each laboratory's respective Prime Contract with the DOD or DOE and sponsored research agreements, for example a Cooperative Research and Development Agreement (CRADA), with participating members will govern ownership of Intellectual Property Rights (IPR).

ACKNOWLEDGEMENT AND SIGNATURE PAGE

- The undersigned confirms that their organizational authorized point of contact has submitted a membership application via the MMEC website.
- The undersigned has read and agrees to the MMEC Consortium Membership Agreement as found Attachment 1
- The undersigned has read and acknowledges receipt of the MMEC Bylaws as found in Attachment 1, Appendix A
- The undersigned has read and understands the MMEC's Membership Dues as found in Attachment 2, Appendix B and has selected a Membership Type.
- The undersigned has read and understands the Structure and Role of the MMEC's Steering Committee and Working Groups as found in Attachment 2, Appendix C.
- The undersigned has read and understands the MMEC's Anti-Trust Compliance Policy as found in Attachment 2, Appendix D.
- The undersigned has read and understands the MMEC's Brand and Logo Guidance as found in Attachment 2, Appendix E.

As an Authorized Representative and on behalf of _____ I hereby acknowledge receipt and acceptance of this MMEC Membership Hub Model Document and the above attestations.

Signed: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 1: MIDWEST MICROELECTRONICS CONSORTIUM MEMBERSHIP AGREEMENT

ARTICLE I: PURPOSE

This Consortium Membership Agreement (“CMA”) is entered into by and between Midwest Microelectronics Consortium, Inc (“MMEC”) and _____ (“Member”) and is effective as of the Effective Date.

WHEREAS, MMEC has executed a Performer Agreement dated September 28th, 2023 (the “Performer Agreement”), with National Security Technology Accelerator (“NSTXL”), and intends to also contract with other Federal, State and local entities for the funding of certain research, prototype development and follow-on production activities to support the mission of the Department of Defense (DoD) and related other Federal, State and local agencies, and commercialization activities; and

WHEREAS, MMEC intends to make use of the Performer Agreement to help foster new relationships and practices involving Traditional and Non-traditional Defense Contractors, broaden the industrial base available to the DoD, support dual-use projects, encourage flexible, quicker and cheaper project design and execution, leverage commercial industry investment in technology development and partner with industry to ensure DoD requirements are incorporated into future technologies and products and collaborate in innovative arrangements; and

WHEREAS, MMEC and Member intend to utilize the flexible, agile, and efficient acquisition instruments to meet the needs of the Government and its agencies; and

WHEREAS, Member intends to identify teaming opportunities with MMEC and other Consortium Members and collaborate to achieve a more streamlined and integrated approach to development, demonstration and transition of innovative technologies; and

WHEREAS, MMEC intends to develop and maintain a membership inclusive of Traditional and Non-traditional Defense Contractors, small businesses, nonprofit organizations, FFRDCs, and academic and nonprofit research institutions; and

WHEREAS, the Performer Agreement provides for certain rights and obligations arising out of prototype projects for the Government, MMEC, and Members; and

WHEREAS, MMEC and Member is entering into this CMA in order to provide for: (i) the respective rights and obligations of the Parties, and (ii) administrative matters pertaining to the implementation of the Performer Agreement and certain matters related to the operation of the Consortium and the conduct of the activities of the Consortium Members;

ARTICLE II: DEFINITIONS

Section 2.1 - “AECA” means the Arms Export Control Act 22 U.S. Code Chapter 39 as amended, revised, replaced, or supplemented.

Section 2.2 - “Articles of Incorporation” means MMEC’s Articles of Incorporation as may be amended, revised, replaced, or supplemented.

Section 2.3 - “Board of Directors” means the Board of Directors of MMEC as identified by the Bylaws.

Section 2.4 - “Bylaws” means MMEC’s Bylaws attached hereto as **Appendix A** as such Bylaws may be amended, revised, replaced, or supplemented.

Section 2.5 - “Consortium Members” means all large and small businesses in accordance with the Small Business Administration business size standards, for profit and not-for-profit entities, FFRDCs, and academic research institutions that are or become Members by signing a Membership Agreement with MMEC.

Section 2.6 - “EAR” means the Export Administration Regulations, 15 CFR chapter VII, subchapter C, as amended, revised, replaced, or supplemented.

Section 2.7 - “Effective Date” means the last date either MMEC or Member executes this CMA.

Section 2.8 - “Executive Team” refers to the officers of MMEC appointed by the MMEC Board of Directors in accordance with Bylaws.

Section 2.9 - “FFRDCs” means federally funded research and development corporations.

Section 2.10 - “Government” means the United States Federal, and any applicable state or local, government or any agency or division thereof.

Section 2.11 - “ITAR” means the International Traffic in Arms Regulations, 22 C.F.R. §§ 120-130, as amended, revised, replaced, or supplemented.

Section 2.12 - “Project” means a specific microelectronic technology project awarded by the Government to or through MMEC.

Section 2.13 - “Project Agreement” means the agreement(s) issued by or through MMEC to Member for a specific Project. The Project Agreement will include, among other things, flow down applicable terms and conditions between the NSTXL, the Government and the MMEC.

Section 2.14 - “Steering Committee” means the Steering Committee set up as an Advisory Committee by the MMEC Board of Directors.

ARTICLE III: OBJECTIVES

Section 3.1 - Background. As of the Effective Date, Member agrees to join MMEC to facilitate research and prototype development, in cooperation with other Consortium Members, MMEC, and Government agencies. MMEC together with the Consortium Members will conduct research, prototype development, and follow-on production activities to develop and transition new and innovative technologies in these areas. Member along with all other Consortium Members shall be eligible to respond to all Government solicitations announced. If Member is awarded a Project, Member shall execute a separate Project Agreement that defines the project requirements, terms and conditions, and milestone payment schedule.

Section 3.2 - Membership. If Member is currently accepted as a Member of MMEC but has not executed a CMA, Member may be removed as a Consortium Member by MMEC if Member does not execute such CMA within thirty (30) days after MMEC presents the CMA to Member.

Section 3.3 - Relationship between MMEC and Member. This CMA along with the Appendices, MNDA, Articles of Incorporation, and Bylaws govern the relationship between MMEC and Member. MMEC may propose amendments to this CMA by notifying Member in writing of all such amendments. Member will be allowed thirty (30) days after receipt of such amendment to review and provide comment regarding any amendment and sign any amendment. If Member is unable or unwilling to accept and sign any amendment, the Member may withdraw from MMEC by providing written notice of such withdrawal on or before the thirtieth (30th) day after notification of such amendment.

Section 3.4 - Objectives.

- A. Member acknowledges that MMEC is incorporated to promote the common business interests of the Consortium Members. As such, Member acknowledges and supports MMEC's current principal goals of: (i) further developing maturing technologies that assist in improved microelectronic awareness, sharing, and use; (ii) experimentation to better inform the optimal allocation of those technologies for both public and private objectives; (iii) demonstration of new technologies to increase trust among microelectronic stakeholders; and (iv) policy development to ensure technologies do not outpace the appropriate guidance for their best use.
- B. Member acknowledges and supports the following specific objectives of the collaborative effort between MMEC, the Consortium Members, and the Government:
 - 1. Establish sound technical and programmatic performance goals based on the needs of Government and dual-use end-users;
 - 2. Provide a unified voice for effectively articulating the strategically important role microelectronic technologies play in Government and industry systems;
 - 3. Collaboratively and collectively provide the Government with input and advice on technical concepts and issues;
 - 4. Create programs and secure funding focused on developing key technologies and microelectronic system and supply chain improvements;
 - 5. Effectively develop critical technologies that can be rapidly and affordably transitioned to Government and industry end-users;
 - 6. Provide assistance and expertise in developing and executing nationally-focused microelectronic endeavors by performing certain research and development (including prototype projects) in the various technology areas affecting microelectronics technologies.
 - 7. Consortium Members engaging in collaborative research efforts of limited duration to gain further knowledge and understanding of microelectronic technologies.

Section 3.5 - Consortium Membership.

- A. Member may request, and upon request MMEC will provide, a current Consortium Member list or will make such list available on a MMEC website.
- B. If the list of Consortium Members is not set forth on a public MMEC website, member agrees to keep the list of all Consortium Members confidential pursuant to the Mutual Non-Disclosure Agreement referenced in Section 6.1.

Section 3.6 - Approval of Membership Application. MMEC reserves the right to accept, reject, or terminate an applicant in its sole discretion if the MMEC determines, in good faith, that the applicant

does or does not meet the membership requirements contained in this CMA, the Articles of Incorporation, Bylaws, or as determined by the Board of Directors. If membership is denied or terminated, the applicant will be informed in writing regarding the rationale and provided an opportunity to address the issues and reapply.

Section 3.7 - Member Eligibility, Representations, Warranties, and Covenants of Members.

Member represents and covenants:

- A. It is free to enter into this CMA;
- B. It will not violate any other agreement to which it is a Member through execution of this CMA;
- C. It has taken all action necessary and required to authorize the execution and delivery of the CMA and the performance of its obligations herein;
- D. It has an interest in the research and development of microelectronics and/or other advanced technologies;
- E. It is eligible and will remain eligible through the Term to enter into agreements with the Government (i.e. is not debarred, suspended, or proposed for debarment by the United States Government or any state or local governmental entity) and is eligible and will remain eligible throughout the Term to receive funds from the Government;
- F. It is not under will and not during the Term become under Foreign Ownership, Control or Influence (FOCI) such that a foreign interest has the power, direct or indirect, whether or not exercised, and whether or not exercisable, to direct or decide matters affecting the management or operations of that member in a manner which may result in unauthorized access to classified information or may adversely affect the performance of classified contracts;
- G. As appropriate, it will comply with all International Traffic in Arms (ITAR) or other applicable export regulations.
- H. As appropriate, it will comply with proper marking and handling of Controlled Unclassified Information (CUI);
- I. It is willing to be an advocate of the MMEC's objectives as they are defined in these herein;
- J. It meets and will continue to meet such other requirements as may be established by the MMEC or set forth in the Articles of Incorporation or Bylaws; and
- K. It will work together to accomplish the objectives of MMEC by carrying Member's responsibilities as set forth in any Project Agreement.

Section 3.8 - Non-Profit Status. Member acknowledges and agrees that MMEC is or has applied for non-profit status pursuant to Section 501(c)(6) of the Internal Revenue Code. Member agrees to abide by the terms of both this CMA and the Articles of Incorporation and Bylaws. Member agrees not to take any action that would jeopardize MMEC's status as a 501(c)(6) non-profit organization.

Section 3.9 - Annual Dues. Membership in the MMEC will become effective execution of this CMA and submission of the membership application. To maintain status as a Member in good standing, Member will pay annual dues to MMEC starting on October 1st, 2024, and annually thereafter, in accordance with **Appendix B**. After October 1st, 2024, new Members will pay monthly pro-rated dues upon initial acceptance of membership and then full membership dues every October 1st thereafter. Monthly pro-rated dues are based on full months regardless of the day of the month this CMA is signed. MMEC may modify the Membership Dues schedule set forth on **Appendix B** at any time other than between August 1 and September 30 of any calendar year.

ARTICLE IV: MMEC Governance

Section 4.1 - Articles and Bylaws. The affairs of MMEC shall be governed in accordance with the Articles of Incorporation and Bylaws. The Consortium Members will participate as designated by the Board of Directors through the Steering Committee and Working Groups advisory committees established by the Board of Directors. See **Appendix C** for Steering Committee and Working Group governance rules that have been adopted by the Board of Directors and may be amended, revised, replaced, or supplemented.

ARTICLE V: TERM

Section 5.1 - Term. The Term of this CMA shall begin on the Effective Date and shall automatically renew on October 1st of every year. Any Member joining after October 1, 2024 shall have the Term of this CMA automatically renew one year after the Effective Date. The Term will terminate upon, and Members will remain in good standing until, voluntary withdrawal of a Member pursuant to Section 3.3 above or Sections 5.3 or 11.1 below or termination by MMEC pursuant to Section 3.6 above or Section 5.4 below.

Section 5.2 - Survival. Notwithstanding the above provisions, Member's rights and obligations with respect to Project Agreements and/or specific intellectual property agreements by and between the Government, MMEC, and/or other Consortium Members shall survive any expiration or termination of this CMA.

Section 5.3 - Voluntary Withdrawal. Provided Member has satisfied its obligations under any open Project Agreements, Member may voluntarily withdraw from the MMEC and terminate this CMA at any time by written notice of withdrawal submitted to the MMEC.

Section 5.4 - Involuntary Withdrawal. If: (A) Member breaches any warranty, term, or condition of this CMA, the Articles of Incorporation, the Bylaws, or any Project Agreement, and fails to remedy such material breach within ninety (90) days after receipt of written notice of such material breach from: (1) MMEC, or (2) another Consortium Member with a copy to MMEC; or (B) Member is unable or unwilling to accept and sign any amendment pursuant to Section 3.3 on or before the thirtieth (30th) day after notification of such amendment; MMEC shall have the right to cause the involuntary withdrawal of Member, such termination to be effective immediately upon delivery of a notice from MMEC to such Member indicating its election to cause such involuntary withdrawal to occur.

Section 5.5 - Rights of a Member. After the effective date of the termination of this CMA, of a Member, such Member shall cease to have any rights as a Consortium Member under this CMA, the Articles of Incorporation, or the Bylaws.

Section 5.6 - No Refund. If this CMA is terminated, voluntarily or involuntarily, Member will not receive a refund of any part of its dues paid for the relevant year.

Section 5.7 - Continued Funding and Technology Contribution Commitment. Upon the voluntary withdrawal of a Member pursuant to this CMA such Member's rights and obligations pursuant to any Project Agreements, including but not limited to, continued funding and technology contribution commitments shall continue in accordance with the specific terms of the Project Agreements and related contractual obligations. This includes reporting in metrics and measurements as required by MMEC.

ARTICLE VI: PROPRIETARY INFORMATION

Section 6.1 - Mutual Non-Disclosure Agreement. The Parties have executed a mutual Non-Disclosure Agreement (the “MNDA”). Member agrees to establish non-disclosure agreements with its respective entities, as needed and appropriate.

ARTICLE VII: AUDIT

Section 7.1 - Audits. Unless otherwise required by a Project Agreement or a Government, MMEC shall be the single point of contact for third-party audits pursuant to a Project Agreement or by any Government.

ARTICLE VIII: LIABILITY AND INSURANCE

Section 8.1 - Liability. Member acknowledges that it shall be responsible for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of Member or its employees or agents to the extent of its negligence; provided, however, the foregoing shall be limited to the extent prohibited by law, rule or regulation. Member shall not be liable for any loss, cost, damage, claim, or other charge that arises out of or is caused by the actions of MMEC or any other Member or its employees or agents. Joint and several liabilities will not attach to Member; no Member is responsible for the actions of any other Consortium Member but is only responsible for those tasks accepted by it and to which it agrees in any subsequent Project Agreement.

Section 8.2 - Insurance. Member agrees to obtain and maintain appropriate public liability and casualty insurance or adequate levels of self-insurance, to insure against any liability caused by that Member’s obligations under this CMA, the Articles of Incorporation, Bylaws, or any Project Agreement.

ARTICLE IX: LIMITATION ON DISCLOSURE

Section 9.1 - Disclosure. Except as expressly provided for in this CMA, the Articles of Incorporation, the Bylaws, or any Project Agreement, Member does not have the obligation to disclose to MMEC or another Consortium Member any market data or plans except as such information is made publicly available. Member agrees to comply with all applicable U.S. antitrust laws and the Antitrust Policy attached hereto as **Appendix D**.

ARTICLE X: INDEPENDENT CONTRACTOR STATUS

Section 10.1 - Independent Contractors. The relationship of the Parties established by this CMA is that of independent contractors, and nothing contained in this CMA shall be construed to (A) give any Party the power to direct or control the day-to-day activities of the other Party, (B) constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (C) allow a Party to create, discharge or assume any obligation on behalf of the other Party for any purpose whatsoever. Each Party retains the right to engage independent research and activities that may compete with, or be contrary to, the goals of the MMEC.

ARTICLE XI: INTELLECTUAL PROPERTY

Section 11.1 - IP Policies. Member agrees to comply with and abide by all intellectual property provisions set forth in any Project Agreement, or flow downs pursuant to a Project Agreement, or in any MMEC Intellectual Property Policy adopted by MMEC, as amended, revised, replaced, or supplemented, and provided to Member. If Member objects to any such MMEC Intellectual Property Policy, Member will be allowed to withdraw from MMEC as set forth in Section 3.3.

Section 11.2 – DOD and DOE SC Laboratories. Notwithstanding the above, all work performed by a DOD or DOE SC Laboratory as part of this consortium will be performed either under the laboratory Prime Contract with the DOD or DOE and will be subject to terms of that contract, or under a separate DOD or DOE-approved sponsored research agreement such as a CRADA or Strategic Partnership Program (SPP) which contains the entire agreement between the Parties with respect to the work performed by the Laboratory. Nothing in these Articles shall affect work performed by a DOD or DOE-SC Laboratory, including rights in intellectual property generated in the work performed by the Laboratory.

ARTICLE XII: FILING WITH U.S. ATTORNEY GENERAL AND FEDERAL TRADE COMMISSION

Section 12.1 - Publicity. Except for the disclosure of basic information regarding MMEC (i.e., membership, purpose and a general description of the technical work), Member agrees not to publicize or advertise related to MMEC without the prior written approval by MMEC.

Section 12.2 - National Cooperative Research Act. Member agrees that MMEC shall determine the appropriateness, and if determined appropriate, shall file, notification of the establishment of the MMEC (and subsequent addition or deletion of Members) with the U.S. Attorney General and the Federal Trade Commission on behalf of Member in accordance with the provision of the National Cooperative Research Act of 1984. The costs of this filing shall be borne by the MMEC.

ARTICLE XIII: NOTICES

Section 13.1 - Delivery Method. Any notice or other communication required or permitted under the CMA shall be in writing and (A) personally delivered, (B) mailed, postage prepaid, via certified mail, return receipt requested, (C) sent via electronic mail, or (D) sent, shipping prepaid, return receipt requested by national overnight courier service, to the appropriate Party or Parties at the address of such Party or Parties set forth below such Party's signature to this CMA or at such other addresses as may be given from time to time in accordance with the terms of this provision.

Section 13.2 - Date of Delivery. Any notice or other communication given: (A) by personal delivery shall be deemed given on the date personally delivered; (B) by certified mail, return receipt requested, shall be deemed given four (4) business days after the date deposited in the United States mail; (C) by electronic mail shall be deemed given on the day the receiver sends written confirmation of the receipt of such notice; or (D) by national overnight courier service shall be deemed given on the next business day after being deposited with such overnight courier provided such deposit is made with sufficient time to be delivered the next business day pursuant to the rules of such overnight carrier.

ARTICLE XIV: DISPUTES

Section 14.1 - General. The Parties recognize that disputes that relate to a Party's rights and/or obligations under this CMA may arise. It is the objective of the Parties to establish procedures to facilitate the resolution of disputes in an expedient manner by mutual cooperation and without resort to litigation. To accomplish this objective, the Parties agree to follow the procedures set forth when a dispute arises. However, if a Party can provide evidence or reference to applicable law, rule or regulation, that it is prohibited from entering into binding arbitration, the dispute resolution procedures set forth in this Article 14 will not apply.

Section 14.2 - Dispute Resolution Representatives. In the event of disputes between the Parties, a Party seeking to resolve such dispute will, by written notice to the other, have such dispute referred to their respective executive officers designated below for attempted resolution by good faith negotiations within fourteen (14) days after such notice is received. The designated officers are as follows:

- A. For Member: _____
- B. For the MMEC: Chief Executive Officer or Chief Technology Officer, as determined by MMEC.

In the event the designated officers are not able to resolve such dispute, either Party may at any time after the fourteen (14) day period invoke the provisions of the Alternate Dispute Resolution provision below.

Section 14.3 - Alternative Dispute Resolution. Following settlement efforts pursuant to the procedures in Section 14.2 above, except as set forth in Section 14.3.C below, if any dispute, controversy or claims arising out of or relating to the validity, construction, enforceability or performance of this CMA, including disputes relating to alleged breach or to termination of this CMA (collectively, a "Dispute"), remains, such dispute, controversy or claims shall be settled by binding Alternative Dispute Resolution ("ADR") in the manner described below:

- A. ADR Request: If a Party intends to begin an ADR to resolve a Dispute, such Party shall provide written notice (the "ADR Request") to the other Party informing such intention and the issues to be resolved.
- B. Additional Issues: Within ten (10) business days after the receipt of the ADR Request, the other Party may, by written notice to the Party initiating ADR, add additional issues to be resolved.
- C. No ADR of Intellectual Property or Patent Issues: Disputes regarding the ownership of, and/or rights to Intellectual Property, including the scope, validity and enforceability of patents, shall not be subject to the ADR provision in this Article but rather submitted to a court of competent jurisdiction.

Section 14.4 - Arbitration Procedure. Except as set forth in Section 14.3.C above, any Dispute shall be finally settled by binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. The arbitration shall be conducted by three (3) arbitrators having experience with the issue under consideration, one (1) each to be appointed by the Parties in dispute and a third being nominated by the two (2) arbitrators so selected or, if they cannot agree on a third arbitrator, by the President of the American Arbitration Association. Such arbitration will take place at a location agreeable to the Parties who are parties to the dispute. If no agreement as to venue is

reached within fifteen (15) business days of written notice that a Party seeks arbitration of a dispute, MMEC shall choose the place of arbitration. The arbitrators shall apply the law of the state of Delaware to the merits of any dispute or claim, without reference to rules of conflicts of laws. Judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The Parties agree that any provision of applicable law notwithstanding, they will not request, and the arbitrators shall have no authority to award punitive or exemplary damages against any entity. Nothing in this Article XIV shall limit a Party's right to seek injunctive relief with respect to a breach or threatened breach of this CMA.

ARTICLE XV: ASSIGNMENT

Section 15.1 - Assignment. Neither Party may assign this CMA or any rights hereunder, in whole or in part, or otherwise transferable without the prior written consent of the other Party; provided, however, Member may assign its rights and delegate its obligations (A) to any affiliate of such Member (although, in the event of any such assignment and delegation, the assigning Member shall remain primarily liable for its obligations hereunder) and (B) to a purchaser of all or substantially all of the business of such Member to which this CMA relates by merger, sale of equity, sale of assets or otherwise. If Member, after the assignment or purchase cannot meet the requirements for membership set forth in this CMA, the Articles of Incorporation, or the Bylaws, member and such assignee Member will be considered to have voluntarily withdrawn from MMEC in accordance with Article 3 herein.

ARTICLE XVI: ENTIRE AGREEMENT

Section 16.1 - Integration Clause. This CMA, including all Appendixes referred to herein, along with the Articles of Incorporation, Bylaws, and MNDA, constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. If there is a conflict between a provision of this CMA and the Articles of Incorporation or Bylaws, the Articles of Incorporation or Bylaws will control. Notwithstanding the foregoing, all work performed by a DOD or DOE SC Laboratory as part of this consortium will be performed either under the laboratory contract (if funded directly by the consortium sponsor) and will be subject to terms of that contract, or under a separate sponsored research agreement (e.g., a CRADA or SPP) which contains the entire agreement between the Parties with respect to the work performed by the Laboratory. Nothing in this CMA shall affect work performed by a DOD or DOE SC Laboratory, including rights in intellectual property generated in the work performed by the Laboratory.

ARTICLE XVII: INVALIDITY OF PROVISIONS

Section 17.1 - Conflict. If any provision of this CMA is deemed to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the Parties, it will be stricken, and the remainder of this CMA will remain in full force and effect.

ARTICLE XIII: GENERAL PROVISIONS

Section 18.1 - Order of Precedence. Should there be any conflict between the terms and conditions of this CMA and a Government contract, the Government contract shall take precedence.

Section 18.2 - Amendments. Except as set forth in Section 3.3, no amendment or modification of this CMA shall be valid unless signed by Member and MMEC.

Section 18.3 - Waiver. No waiver of any rights shall be effective unless agreed to in writing by the Party to be charged. Waiver by any Party of any breach or failure to comply with any provision of this CMA shall not be construed as, or constitute, a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this CMA.

Section 18.4 - Section Headings. The headings of the Articles and Sections of this CMA are intended for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of this CMA.

Section 18.5 - Compliance with U. S. Export Laws. Member shall comply with all applicable export control laws and regulations of the United States, including AECA, ITAR, and EAR, and other U.S. government directives related to export control. Member shall not export or re-export any information, data, technical know-how, products, goods or related services ("Controlled Items") under this CMA in violation of the AECA, ITAR or EAR. Member shall not disseminate any Controlled Item to a foreign person (as defined in the ITAR), or to persons or affiliated entities of foreign governments, foreign government agencies or foreign organizations in violation of the AECA, ITAR or EAR. Member shall not disseminate any Controlled Item to any person or entity, or affiliated entity of a person or entity named on the U.S. Department of Treasury Denied Parties List, the U. S. Department of Commerce Unverified List or U. S. Department of Commerce Entity List or any other U.S. government list of persons or entities to which dissemination of Controlled Items shall not be made.

Section 18.6 - Use of Names. Except as expressly permitted by this CMA, Neither Party (including its affiliated entities) shall use the name, trademarks, other marks or logos of the other Party in any way, including but not limited to advertising, promotional, or sales literature, without prior written consent of the other Party. Member is authorized to use the MMEC logo in the Member's promotional materials and website to show membership in the MMEC. Members must comply with the Brand Requirements set forth on Appendix E to Attachment 2. Member's usage of the MMEC logo is limited and can only be used to promote membership and not as a representation of the MMEC itself. Any other usage must be authorized by the MMEC in writing and logo usage must stop if membership is canceled or rescinded. The goal of the brand requirements is to define usage and protect the strength and consistency of the MMEC brand on Member's promotional materials and website. In any use of MMEC's name or logo, Member must comply with the MMEC Brand and Promotional Requirements in **Appendix E**.

Section 18.7 - Disclosure/Public Announcements. Any announcements, press releases or similar publicity (collectively “Announcements”) with respect to the execution of Project Agreements or this CMA or any provision herein shall be submitted to, and agreed upon, by MMEC in advance of such Announcement. Notwithstanding the foregoing allowance for Announcements, Member agrees that the terms of this CMA shall be maintained in confidence by Member pursuant to the terms of the MNDA, except that Member may disclose the terms hereof to the extent required by law, provided that, to the extent legally permissible, Member will permit MMEC to suggest a redacted version of this CMA to be disclosed, but MMEC agrees the version ultimately disclosed will be as required by applicable law.

SIGNATURE PAGE FOLLOWS

Member and MMEC by their respective signatures below agree to this CMA.

Member:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Notice Addresses for Member (include email address):

Notice Addresses for Member (include email address):

Notice Addresses for Member (include email address):

MMEC:

Midwest Microelectronics Consortium, Inc.

Signature: *Jacqueline Janning-Lask*

Printed Name: Jackie Janning-Lask

Title: CEO

Date: June 11, 2024

Notice Address for MMEC:

MMEC
70 Birch Alley
Suite 240
Beavercreek, Ohio 45440
Attn: CEO
Email: jlask@mmeconsortium.org

APPENDIX A: BYLAWS

BYLAWS
OF
MIDWEST MICROELECTRONICS CONSORTIUM, INC.

Adopted by Sole Incorporator August 29, 2023
Ratified by Board of Directors September 27, 2023
Amended by Board of Directors May 1, 2024

**BYLAWS
OF
MIDWEST MICROELECTRONICS CONSORTIUM, INC.**
a nonprofit nonstock corporation formed under
the Delaware General Corporation Law (the "DGCL")

ARTICLE I: Offices

Section 1.01 Location. The principal office of the Corporation shall be located within or without the State of Delaware, at such place as the Board of Directors shall from time to time designate. The Corporation may maintain additional offices at such other places as the Board of Directors may designate. The Corporation shall have and maintain within the State of Delaware a registered office at such place as may be designated by the Board of Directors.

ARTICLE II: Purpose

Section 2.01 Purpose. The Corporation is a nonprofit, nonstock corporation, organized and operated to engage in any lawful activity permitted by Section 501(c)(6) of the Internal Revenue Code of 1986, as amended. The purpose of the Corporation is to support, promote, and protect the microelectronics capabilities and ecosystem in the United States.

ARTICLE III: Membership

Section 3.01 Who Shall Be Members. The members of the Corporation (the "Members") shall consist of an initial group of founding members (the "Founding Members", consisting of Battelle Memorial Institute, Intel Federal LLC, and JobsOhio. Additional members ("Members") of the Corporation will consist of any other corporation, partnership, limited liability company, academic, non-profit entity, firm or similar organization with operations or interests in the microelectronics industry that (i) pays the minimum annual dues set by the Board of Directors and (ii) is accepted for membership in accordance with the procedures and under the conditions established by the Board.

Section 3.02 Classes of Membership. The Members of the Corporation shall consist of various classes of membership including the Founding Members and Members. Each class of members shall pay such amounts (in cash or in-kind) as may from time to time be approved by the Board of Directors. The Board of Directors shall establish a policy for review and acceptance of in-kind contributions.

Section 3.03 Voting Rights. The relative rights and powers of each class of Members are provided for in these Bylaws. For the avoidance of doubt, except as expressly provided in the Articles of Incorporation or these Bylaws, no Member shall have the right to vote on any matter requiring a vote of the "members" under the DGCL and shall have no other rights, power or authority of "members" under the DGCL. Any action which is not expressly reserved to one or more classes of the Members under these Bylaws, and would otherwise require approval of the "members" under the DGCL, shall only require approval of the Board of Directors.

Section 3.04 Additional Rights and Privileges of Members. The Board of Directors may by resolution establish such additional rights, privileges and duties corresponding to each class of Members provided that such rights, privileges and duties are consistent with the Articles of Incorporation and these Bylaws.

Section 3.05 Admission of Members. Except as otherwise provided by resolution of the Board of Directors, admission of members shall be made by the Chief Executive Officer, or his/her designee, upon a determination that the prospective member meets the qualifications established for membership as set forth in these Bylaws or by resolution of the Board.

Section 3.06 Termination of Membership. The membership of any member shall terminate upon the occurrence of the following:

- (a) **Resignation.** Any member may resign from the Corporation in writing delivered to the Secretary of the Corporation. The resignation shall not relieve the member from any obligations the member has to the Corporation as a result of obligations incurred or commitments made prior to resignation. A resigning member shall not be entitled to receive any refund of contributions made for the balance of the fiscal year in which the resignation is effective.
- (b) **Expulsion or Termination.** A member may be expelled and its membership terminated for any reason by a majority of the Directors then in office after giving the member no less than fifteen (15) days written notice of the termination and the reasons for the termination. A member given such notice shall be given the opportunity to be heard by the Board not less than five days before the effective date of such termination. The decision of the Board shall be final.

Section 3.07 Meetings. A meeting of the Members may be called at any time by the Board of Directors, or the Chair of the Board (the "Chair"). Meetings of the Members may be held at such place, within or without the State of Delaware, and at such hour as may be fixed by the Board of Directors in the notice of the meeting. Meetings may occur virtually as determined by the Board.

Section 3.08 Notice of Meetings. Written notice of each meeting of the Members shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, shall state the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given not less than seven (7) nor more than 60 business days before the date of the meeting. If mailed, such notice is given when deposited in the United States mail, postage prepaid, directed to the Member at such Member's address as it appears on the records of the Corporation. If sent by electronic transmission, notice is given when such notice enters an information processing system, if any, designated by the Member for receiving notices (including an email address for such Member as it appears on the records of the Corporation), so long as the electronic transmission is in a form capable of being processed by that system. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting.

Section 3.09 Waivers of Notice. Whenever notice is required to be given by law, the Certificate of Incorporation or these Bylaws, a written waiver, signed by the Member entitled to such notice, whether before or after the time stated therein shall be deemed equivalent to notice. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the representative of such Member attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called

or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Members need be specified in any written waiver of notice.

Section 3.10 Quorum. One-third of the Members shall constitute a quorum at a meeting of the Members. Where a separate vote by a class or classes is required, a majority of the Members of such class or classes shall constitute a quorum entitled to take action with respect to that vote on that matter.

Section 3.11 Proxies. Each Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy in the manner provided by law. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

Section 3.12 Meetings by Conference Telephone. The Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and such participation shall constitute presence in person at the meeting.

Section 3.13 Informal Action by Members. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken by the Members at any meeting may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members having a right to vote thereon were present and voted. Such written consents shall be delivered to the Corporation by delivery to its principal place of business or the Secretary of the Corporation. Every written consent shall bear the date of signature of each Member who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 3.13 to the Corporation, written consents signed by a sufficient number of Members to take action are delivered to the Corporation.

Section 3.14 Member Representatives. Each Member shall designate one individual ("Member Representative") to act on behalf of such Member at meetings of the Members and to execute documents on behalf of such Member. A Member Representative cannot be the same individual that the Founding Member nominates or appoints to serve as a Director pursuant to Section 4.04 of these Bylaws. Each Member shall deliver its written designation of a Member Representative to the Secretary of the Corporation personally, by mail, or by electronic mail. A Member may replace its Member Representative at any time, with or without cause, by delivering a new written designation to the Secretary of the Corporation personally, by mail, or by electronic mail.

ARTICLE IV: Board of Directors

Section 4.01 Power of Board; Fiduciary Duties. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. No individual Director shall have the authority to act for or bind the Corporation, except as authorized by the Board of Directors or as expressly provided in Section 6.04(A) of these Bylaws. Directors shall owe to the Corporation all fiduciary duties imposed on directors of a corporation under the laws of the State of Delaware. Notwithstanding anything in these Bylaws to the contrary, no Director shall be required to take any action that is contrary to its fiduciary responsibility to the Corporation.

Section 4.02 Number of Directors. The number of Directors constituting the entire Board of Directors shall be five (5). The number of Directors may be increased or decreased only by amendment of the Bylaws. The initial elected directors shall be three (3), until such time as the additional two (2) directors are elected by the other Directors. Until such time that all five (5) directors are in place, the initial three directors shall constitute the entire board.

Section 4.03 Appointment and Term of Directors. Except for the initial three (3) Directors—who were elected by the Incorporator of the Corporation—the remaining two (2) Directors shall be elected by a two-thirds majority vote by the other Directors. The terms of service for each Directors shall be as follows:

- i. The Directors shall serve for the following initial terms –
 - a. For the Director representing JobsOhio, until October 1, 2027
 - b. For the Director representing Intel Federal, until October 1, 2026
 - c. For the Director representing Battelle Memorial Institute, until October 1, 2026
 - d. For the Director representing a Postsecondary Education Institution, until October 1, 2025
 - e. For the Director representing the government of a state, until October 1, 2025.
- ii. Subsequent to the initial terms detailed in (i), each Director position shall be for the duration of a period of three years.
- iii. The Chair shall be appointed as Chair by majority vote of the Directors appointed by the Founding Members. The Chair may be removed as Chair (but not as a Director) at any time with or without cause by majority vote of the Directors appointed by the Founding Members.

Section 4.04 The Board shall always consist of one director nominated by each of the three (3) Founding Members, a director representing a Postsecondary Education Institution accredited by the U.S. Department of Education, and a Director representing and acting on the behalf of the government of a state that is not the State of Ohio.

Section 4.05 Vacancies. A vacancy on the Board, created by death, incapacitation, resignation, removal or otherwise, shall be filled by the Founding Member who appointed or nominated the Director whose departure created such vacancy. For non-Founding Member Directors, the vacancy shall be filled by majority vote of the other Directors. A Director appointed to fill a vacancy shall hold office for the remaining term of the vacancy.

Section 4.06 Removal of Directors. Any Director may be removed with or without cause at any time by action of the Founding Member who appointed or nominated such Director, provided that written notice of such removal is given to any Director so removed. Any Director may be removed with cause at any time by the unanimous vote of all of the other Directors.

Section 4.07 Resignations. Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. A resignation is effective when the resignation is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events.

Section 4.08 Quorum of Directors and Action of the Board. Participation of three-fifths of the Directors then in office shall constitute a quorum for the transaction of business and, except as otherwise provided by law or by the Certificate of Incorporation or these Bylaws, the vote of a majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board.

Section 4.09 Actions Requiring Supermajority Approval. The following actions shall require approval of four-fifths of the Directors then in office: (i) amendment of the Certificate of Incorporation or these Bylaws, as described in Section 7.06 of these Bylaws; (ii) the Corporation entering into a different line of business; (iii) the merger, consolidation, or sale of all or substantially all of the assets of the Corporation; (iv) the declaration of insolvency by the Corporation; (v) the voluntary dissolution of the Corporation; (vi) the formation, acquisition, disposition, or dissolution of a subsidiary of the Corporation; and (vii) the approval of the Corporation's annual budget. The following actions shall require the prior written unanimous approval of the Founding Members: (i) the declaration of insolvency by the Corporation; and (ii) the voluntary dissolution of the Corporation.

Section 4.10 Meetings of the Board. An annual meeting of the Board of Directors shall be held each year at such time and place as shall be fixed by the Board of Directors, for the election of officers and for the transaction of such other business as may properly come before the meeting. Regular meetings of the Board shall be held at such times as may be fixed by the Board. Special meetings of the Board may be held at any time whenever called by the Chair or any two Directors. Meetings of the Board of Directors may be held at such places within or without the State of Delaware as may be fixed by the Board for annual and regular meetings and in the notice of meeting for special meetings. Meetings may occur virtually.

Section 4.11 Notice of Meetings. Notice of the date, place, if any, and time of any special meeting of Directors shall be given to each Director by the Secretary or by the officer or one of the Directors calling the meeting. Notice shall be duly given to each Director (a) in person or by telephone at least 24 hours in advance of the meeting, (b) by sending written notice by reputable overnight courier, telecopy, facsimile or electronic transmission, or delivering notice by hand, to such director's last known address at least 48 hours in advance of the meeting, or (c) by sending written notice by first-class mail to such Director's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice need not specify the purposes of the meeting.

Section 4.12 Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board. Such filing shall be in paper form

if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 4.13 Meetings by Conference Telephone. Any one or more members of the Board may participate in a meeting of the Board by means of conference telephone, virtual attendance, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at the meeting.

Section 4.14 Compensation of Directors. The Corporation shall not pay any compensation to Directors for services rendered to the Corporation, except that Directors may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts as approved by a majority of the entire Board.

ARTICLE V: Committees

Section 5.01 General Provisions. The Board of Directors may, by resolution designate one or more formal committees of the Board, each committee of the Board to consist of one or more Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee of the Board, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee of the Board, the member or members present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee of the Board, to the extent provided in the resolution of the Board of Directors, shall have and may exercise the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee of the Board shall have the power or authority in reference to actions requiring supermajority approval of the Board, described in Section 4.09 of these Bylaws, or to the removal of a Director.

Section 5.02 Advisory Committees. Other advisory committees, not having and exercising the authority of the Board of Directors in the management of the Corporation, may be designated and appointed by a resolution of the Board. Members of an advisory committee need not be members of the Board of Directors. Each advisory committee shall adopt a charter, subject to the approval of the Board of Directors.

Section 5.03 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of a contrary provision by the Board of Directors or in rules adopted by such committee, a majority of the entire authorized number of members of each committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and each committee shall otherwise conduct its business in the same manner as the Board of Directors conducts its business under Article III of these Bylaws.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of such committee may be taken without a meeting if all members of such committee consent in writing to the adoption of a resolution authorizing the action.

The resolution and the written consents thereto by the members of the committee shall be filed with the minutes of proceedings of such committee.

Any one or more members of such committee may participate in a meeting of the committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at the meeting.

Section 5.04 Service of Committees. Each committee of the Board shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not alone relieve any Director of his duty under law to the Corporation.

Section 5.05 Records. Minutes shall be kept of each meeting of each committee. Copies of the minutes of each such meeting shall be filed with the corporate records and supplied to each member of the Board of Directors.

ARTICLE VI: Officers, Agents and Employees

Section 6.01 Officers. The officers of the Corporation shall include the Chair, the Secretary, the Treasurer, and the Chief Executive Officer. In accordance with Section 4.03, the Chair shall be appointed as Chair by majority vote of the Directors appointed by the Founding Members. All other officers of the Corporation shall be elected by the Board of Directors. The Board may also elect or appoint one or more Assistant Secretaries, Assistant Treasurers, or other officers and may give any of them such further designation or alternate titles as it considers desirable. The Board of Directors shall elect or appoint such officers with such titles and duties as shall be stated in a resolution of the Board which is not inconsistent with these Bylaws. Any two or more offices may be held by the same person.

Section 6.02 Term of Office, Vacancies and Removal. Each officer shall hold office for the term for which such officer is elected or appointed and until a successor is elected or appointed and qualified or until such officer's earlier resignation or removal. Vacancies resulting from any resignation or removal may be filled by the Board of Directors. An officer appointed or elected to fill a vacancy shall hold office for the unexpired term of such officer's predecessor in office, and until a successor is elected and qualified. In accordance with Section 4.03, the Chair may be removed as Chair (but not as a Director) at any time with or without cause by majority vote of the Directors appointed by the Founding Members. Any officer other than the Chair may be removed by the Board with or without cause at any time.

Section 6.03 Resignation. Any officer may resign at any time by giving written notice to the Corporation. Unless otherwise specified in the written notice, the resignation shall be effective upon delivery to the Corporation.

Section 6.04 Powers and Duties of Officers. Subject to the control of the Board of Directors, all officers as between themselves and the Corporation shall have such authority and perform such duties in the management of the Corporation as may be provided by the Board and, to the extent not so provided, as generally pertain to their respective offices.

- A. **Chair.** The Chair shall serve as chair at any Board of Directors meeting. In the absence of the Chair, a Director chosen by the Board of Directors may chair a meeting of the Board.

The Chair is authorized, without any additional approval required by the Board, to: (i) in the event that the Corporation receives notification from the United States Government (the "USG") that, or the Chair has reasonable grounds to believe that, one or more contracts/subcontracts issued to the Corporation, or directly to the Founding Member in furtherance of the Corporation's mission, may or will be terminated for default, unilaterally take action to cure and/or negotiate a settlement with the USG; and (ii) unilaterally take any action or activity required to be taken by the Corporation to preserve any of the Founding Members' status as an organization exempt from federal income tax under Section 501(c)(3) of the Code or the corresponding provision of any future federal tax code, or by an organization contributions to which are deductible under Section 170(c)(2) of the Code (or the corresponding provision of any future federal tax code). The Chair shall have such other duties and powers as the Board of Directors, from time-to-time, may prescribe.

- B. **Secretary.** The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the members and of the Board of Directors, shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general, shall perform all duties customary to the office of Secretary.
- C. **Treasurer.** The Treasurer shall have the custody of, and be responsible for, all funds and securities of the Corporation. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all monies and other valuable property of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. Whenever required by the Board of Directors, the Treasurer shall render a statement of accounts. The Treasurer shall at all reasonable times exhibit the books and accounts to any officer or Director of the Corporation, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board of Directors.
- D. **Chief Executive Officer.** The Chief Executive Officer shall serve as the chief executive officer of the Corporation. The Chief Executive Officer shall, subject to the supervision of the Board of Directors, perform all duties customary to that office and shall supervise and control all of the affairs of the Corporation in accordance with policies and directives approved by the Board of Directors.

Section 6.05 Agents and Employees. The Board of Directors may appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board may remove any agent or employee at any time with or without cause. Removal without cause shall be without prejudice to such person's contract rights, if any, and the appointment of such person shall not itself create contract rights.

Section 6.06 Compensation of Officers, Agents and Employees. The Corporation may pay compensation in reasonable amounts to officers for services rendered, such amounts to be fixed by the Board of Directors. The Corporation may pay compensation in reasonable amounts to agents and employees for services rendered, such amount to be fixed by the Board or, if the Board delegates power to any officer or officers, then by such officer or officers.

ARTICLE VII: Miscellaneous

Section 7.01 Fiscal Year. The fiscal year of the Corporation shall be October 1 through September 30th of the subsequent year or such other period as may be fixed by the Board of Directors.

Section 7.02 Corporate Seal. The Corporation may adopt a corporate seal in such form as may be approved from time to time by the Board of Directors.

Section 7.03 Voting of Stocks Owned by the Corporation. The Board of Directors may authorize any person on behalf of the Corporation to attend, vote, and grant proxies to be used at any meeting of stockholders of any corporation (except the Corporation) in which the Corporation may hold stock.

Section 7.04 Checks, Notes, Contracts. The Board of Directors shall determine via resolution who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidences of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

Section 7.05 Books and Records. The Corporation shall keep at its office correct and complete books and records of account, the activities and transactions of the Corporation, minutes of the proceedings of the members, the Board of Directors and any committee of the Corporation, and a current list of the Members, Directors, and officers of the Corporation and their residence addresses. Any of the books, minutes, and records of the Corporation may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 7.06 Amendment of Certificate of Incorporation and Bylaws. The Certificate of Incorporation of the Corporation may be amended in whole or in part pursuant to the procedure outlined in Section 242(b)(3) of the Delaware General Corporation Law; provided, however, that approval of four-fifths of the Directors then in office shall be required. The Bylaws of the Corporation may be adopted, amended or repealed in whole or in part by approval of two-thirds of the Directors then in office. For the avoidance of doubt, no Member shall have the right to adopt, amend, or repeal any Bylaws of the Corporation.

ARTICLE VIII: Indemnification and Insurance

Section 8.01. The Corporation may indemnify any Director, officer, employee or agent, any former Director, officer, employee or agent, any person who may have served at its request as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative, or investigative (other than an action by or in the right of corporation), to which he may be or is made a party by reason of being or having been such Director, officer, employee or agent if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. However, there shall be no indemnification in respect of any claim, issue or matter as to which he shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or

suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

Section 8.02. The Corporation may pay expenses (including attorneys' fees) incurred by an officer or Director in defending any civil, criminal, administrative or investigative action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such officer or Director, to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation under this Article. Such expenses (including attorneys' fees) incurred by other employees and agents may be paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 8.03. Any indemnification (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in title 8, § 145 (a) and (b) of the Delaware General Corporation Law. Such determination shall be made (i) by a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) if there are no such Directors or if such Directors so direct, by independent legal counsel in a written opinion.

Section 8.04. The provisions of this Article shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions occurring before or after adoption hereof.

Section 8.05. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which such Director, officer, employee or agent may be entitled under any statute, Bylaw, agreement, vote of the disinterested members or Directors or otherwise, and shall not restrict the power of the Corporation to make any indemnification permitted by law.

Section 8.06. The indemnification and advancement of expenses provided by this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefits of the heirs, executors and administrators of such a person.

Section 8.07. The Board of Directors may authorize the purchase of insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against or incurred by him in any such capacity, or which arises out of such person's status as a director, trustee, officer, employee, or agent whether or not the Corporation would have the power to indemnify such person against that liability under law.

Section 8.08. If any part of this Article VIII shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

END OF APPENDIX A

APPENDIX B: MEMBERSHIP DUES SCHEDULE

There will be NO membership dues charged to any Member until October 1st, 2024.

Membership dues will be billed to all members on October 1st, 2024, and annually thereafter or until such time as a Member voluntarily withdraws, is involuntarily withdrawn, or the MMEC ceases operations. After October 1st, 2024, new Members will pay full membership dues on the Effective Date and yearly thereafter. The MMEC may modify the Membership Dues and schedule at any time other than between August 1 and September 30 of any calendar year. The table below highlights the anticipated yearly member dues for 2024 and beyond. Dues may be accepted through in-kind contributions upon approval of the MMEC Board of Directors. **Note:** Members are required to be in good standing to participate in working groups and to perform on projects. Please select a Membership Type in the table below:

Type of Organization	Open Membership	Stakeholders, Federal, State, and Local Government, FFRDC's	Start-ups, R3 Universities, Community, Trade and Technical Colleges	Small Business and R2 Universities	Large Businesses and R1 Universities
Select Membership Type for October 1 st Billing					
Revenues Size	N/A	N/A	Pre-revenue	Less than \$10M	Above \$10M
Annual Membership Dues	\$0	\$0	\$250	\$500	\$1,000
Participation in MMEC Events (e.g. Quarterly and Annual Meetings)	Eligible	Eligible	Eligible	Eligible	Eligible
MMEC Newsletter and Communications	Eligible	Eligible	Eligible	Eligible	Eligible
Steering Committee	Not Eligible	Eligible	Eligible	Eligible	Eligible
Working Groups	Not Eligible	Eligible	Eligible	Eligible	Eligible
Member Portal Access	Not Eligible	Eligible	Eligible	Eligible	Eligible
Eligible for Abstract and Proposal Submissions	Not Eligible	Eligible	Eligible	Eligible	Eligible
Digital and Physical Infrastructure Access	Not Eligible	Eligible*	Eligible*	Eligible*	Eligible*
Workforce Development Programs	Not Eligible	Eligible*	Eligible*	Eligible*	Eligible*

**Enhanced fees may apply.*

END OF APPENDIX B

APPENDIX C: STEERING COMMITTEE AND WORKING GROUP CHARTER

Section 1 - Purpose. The MMEC Steering Committee, chaired by the MMEC Chief Technology Officer (“CTO”), will be a guiding advisory council represented by a cross section of the Consortium Membership demographics, regions, and organizational types. The Steering Committee is responsible for the formation and management of Working Groups (“WGs”): WGs may cover a breadth of topics to include but not be limited to cross-Hub collaboration, infrastructure, technology topics, workforce and/or other matters broadly impacting the MMEC, the Government and our stakeholders. The Steering Committee will create technology roadmaps, inform technology gaps and prioritization through various WGs and other mechanisms such a topic generation, project calls, and member engagement activities. The Steering Committee has no authority over fiduciary responsibilities or corporate governance of the MMEC. Any Consortium Member (a “Member”) in good standing may be elected to the Steering Committee.

Section 2 - Steering Committee Size, Term and Qualification. The number of Steering Committee members shall be sixteen (16). The MMEC Board of Directors (the “MMEC BOD”) may change the size and composition of the Steering Committee. The CTO and MMEC BOD will elect the initial Steering Committee members. The composition of the Steering Committee is as follows:

- A. Nine industry members:
 - • 3 Keystone Organizations
 - • 3 Foundational Members
 - • 3 Pillar Members
- B. Academic Organizations
- C. Government, Non-Profit, National Lab or FFRDC Organizations
- D. Workforce Development Organization

The Steering Committee Members (“SCMs”) shall be initially divided into three classes, as nearly equal in number as may be, to serve in the first instance for terms of one, two and three years, respectively, and until their successors shall be elected and shall qualify, and thereafter the successors in each class of SCMs shall be elected to serve for terms of three years and until their successors shall be elected and shall qualify. In the event of any increase or decrease in the number of SCMs, the additional or eliminated SCMs shall be so classified or chosen that all classes of SCMs shall remain or become equal in number, as nearly as may be. In the event of the death, resignation, retirement, removal or disqualification of an SCM, the SCM’s successor shall be elected to serve only until the expiration of the term of their predecessor. SCMs need not be residents of the State of Ohio. An SCM may serve no more than two consecutive terms.

Section 3 - Election of SCMs. After initial election, the SCMs shall be elected annually or as needed by a majority vote of the Steering Committee present in person or by proxy at any annual meeting of the Steering Committee, at a special meeting of the Steering Committee at which a quorum is present, or by electronic means, and for which notice of the purpose to elect one or more SCMs has been duly given. The Steering Committee will develop nominees for election of SCMs. Any Member may nominate any person for election to as an SCM by providing written notice to the CTO at least fifteen (15) days prior to the meeting at which such vote is to be held for election of SCMs. Such notice shall provide background information of such nominee along with the category of SCM such nominee would fill. The election of SCMs shall be a part of the order of business of each annual Steering Committee meeting. If a replacement for an SCM whose term is expiring has not been

elected by the expiration of such SCM's term, then the remaining SCMs shall elect a replacement SCM to serve until the next regular election of SCMs. If the election of a SCM requires the approval of that SCM's employer or other third party as a condition of serving, then that SCM's status shall not be effective until such approval is obtained. If such approval is not obtained within sixty (60) days after the term is commenced, then that election shall be void and the remaining SCMs may appoint a replacement. While any such SCM is awaiting approval, he or she may attend SCM as a non-voting ex-officio member.

Section 4 - Resignation. An SCM may resign at any time by giving notice of resignation in writing addressed to the CTO, to the MMEC BOD, or by presenting a written resignation in person at an annual or special meeting of SCMs.

Section 5 - Removal. An SCM may be removed at any time with or without cause by the SCMs by the vote that would be required to elect the member to the Steering Committee or by the MMEC BOD. The SCMs are expected to actively participate in the regular meetings. In addition to the above, failure by an SCM to attend at least 50% of all meetings of the Steering Committee over any two (2) year period and actively participate in the activities of the MMEC shall be grounds for removal of the SCM. If an SCM is removed, a new SCM may be elected to fill the vacancy at the same meeting of the Steering Committee.

Section 6 - Vacancies. A vacancy occurring in the Steering Committee may be filled by majority vote of the remaining SCMs (but not less than two) at any regular or special meetings of the Steering Committee.

Section 7 - Roles.

- A. Chairperson. The Chairperson shall preside over all meetings of the Steering Committee, performing all customary duties such as supervising and controlling all of the affairs of the Steering Committee.
- B. Vice-Chairperson. The Vice-Chairperson shall act under the direction of the Chairperson and in the absence or disability of the Chairperson shall perform the duties and exercise the powers of the Chairperson.
- C. Ex-Officio Members. The Government may elect to send representatives to participate in the Steering Committee meetings as non-voting Members.

Section 8 - Working Groups. The Steering Committee shall have the authority to form Working Groups (WGs) comprised of representatives from Consortium Member organizations or others to advise the MMEC and if applicable the Government on topics of special interest to Consortium Members, including but not limited to technical focus areas, intellectual property, digital and physical infrastructure, and workforce development. Each WG Member ("WGM") will serve so long as the WG is active or until resignation, removal or replacement by the Steering Committee or MMEC BOD. The CTO and Steering Committee will appoint a Chair and Co-Chair for each WG and each WG must have a minimum of two WGMs for formation. The Chair and Co-Chair of the WG will generate a statement of purpose and annual objectives for the WG. The WG must meet a minimum of once per quarter and provide written activity and progress reports to the Steering Committee by the last day of each month. No WG has any authority over fiduciary responsibilities or corporate governance of the MMEC.

Section 9 - Steering Committee Annual and Quarterly Meetings. The annual meeting of the Steering Committee shall be held on the date established by the MMEC for the purpose of electing SCMs, establishing WGs, and for the transaction of such other business as may be properly brought before the meeting. Quarterly meetings will be held throughout the calendar year. Meeting minutes will be recorded at each meeting.

Section 10 - Special Meeting. A special meeting of the Steering Committee and WGs may be called at any time by the Chairperson or MMEC BOD.

Section 11 - Place of Meeting. All meetings of Steering Committee and WGs shall be held at the principal office of the corporation, or at such other place, either within or without the State of Ohio, as shall be designated in the notice of the meeting or agreed upon by a majority of the SCMs of WGMs, as applicable.

Section 12 - Quorum. SCMs and WGMs entitled to cast a majority of the total number of votes entitled to be cast, represented in person or by written proxy, shall constitute a quorum at a meeting of the Steering Committee or WG for the transaction of any business.

Section 13 - Voting. For voting matters associated with the Steering Committee and WGs, each SCM or WGM, as applicable, shall be entitled to one vote. Each SCM's or WGM's vote may be cast in person or by proxy. A proxy shall be in writing signed by such SCM or WGM or a duly authorized attorney-in-fact and filed with the Chairperson prior to the commencement of the meeting. No proxy shall be valid after eleven months from the date of its execution. The Chairperson will cast a deciding vote in the event of an even vote between the SCMs or WGM.

Section 14 - Manner of Acting. Except as otherwise provided by law, in the Bylaws, or by the MMEC BOD, the act of the majority of SCMs present at a Steering Committee meeting at which a quorum is present shall be the act of the Steering Committee. Except as otherwise provided by law, in the Bylaws, or by the MMEC BOD, the act of the majority of WGMs present at a WG meeting at which a quorum is present shall be the act of the WG.

Section 15 - Voting by Electronic Means. Any action which SCMs or WGMs could take at a meeting may be taken without a meeting via electronic means including email, fax, or .pdf. Any vote taken via electronic means shall set forth each action. Approval by electronic means is valid only when the number of SCMs or WGMs approving such action equals or exceeds a majority of SCMs or WGMs at such time. Any action taken by electronic means shall be send to all SCM or WGM within 14 days after approval.

Section 16 - Meeting by Conference Telephone or Videoconference. Any one or more SCMs or WGMs may participate in a meeting of the Steering Committee or WG by means of a conference telephone, videoconference, or other electronic means which allows all SCMs or WGMs participating in the meeting to simultaneously hear each other during the meeting, and such participation in a meeting shall be deemed presence in person at such meeting.

Section 17 - Conflict of Interest. An SCM shall inform the Chairperson of any direct or indirect conflict of interest which such SCM has with regard to MMEC, any other SCM, or any transaction contemplated by the MMEC, or that would constitute a conflict of interest. A Conflict of Interest (COI) shall exist in MMEC actions including, but not be limited to, actions concerning a transaction:

- A. in which such SCM has a material financial interest, or
- B. in which such SCM is presently serving as a director, trustee, officer, general partner, employee, independent contractor, or subcontractor of another party.

The SCM with a COI may participate in the discussion but may not vote on the transaction. The transaction is authorized, approved, or ratified by the vote of a majority of the SCMs who have no COI (which must be more than one SCM) and when a majority of SCMs who have no COI so vote, a quorum is deemed to be present at the meeting for purposes of that vote.

In the event of a COI with regard to MMEC that would preclude an SCM from serving on the Steering Committee, the SCM may be removed by the vote of a two-thirds (2/3) majority of the entire Steering Committee and a new Consortium Member may be elected to fill the vacancy in the Steering Committee.

Section 18 - Revisions. The Steering Committee may be suspended, disbanded, its purpose changed, or its composition or number of SCMs increased or decreased by the MMEC BOD at any time and for any reason. This Charter as it relates to the Steering Committee may be revised, replaced, amended, or repealed by the MMEC BOD at any time and for any reason. This Charter as it relates to any WG may be revised, replaced, amended, or repealed by the Steering Committee or the MMEC BOD at any time and for any reason.

END OF APPENDIX C

APPENDIX D: ANTI-TRUST COMPLIANCE POLICY:

The MMEC was incorporated to promote the common business interests of the Consortium Members, and its mission to develop, qualify, and deploy microelectronics technologies. The MMEC is committed to compliance with respect to all applicable antitrust and competition laws, rules, and regulations (“Laws”) in all applicable jurisdictions around the world. The MMEC and those Members that participate in MMEC activities (“Participants”) recognize that these Laws are intended to preserve and promote free, fair, and open competition. This competition benefits consumers and companies that are innovative and efficient. The purpose of this Antitrust Compliance Policy (the “Policy”) is to provide general guidance for Participants to minimize antitrust risks in conducting the MMEC purpose and mission.

While it is impossible to describe in this relatively brief Compliance Policy all of the types of conduct that could lead to problems under the antitrust and competition Laws, this “Compliance Policy” is intended to alert both MMEC and the Participants as to the types of conduct that could create exposure and liability and will enable MMEC and the Participants to identify potential problems and bring them promptly to the attention of the Chief Executive Officer of MMEC.

Failure to comply with this Compliance Policy is not permitted and will subject the Participants to possible disciplinary action and/or termination from MMEC, civil damages, and criminal prosecution.

Federal, state, and international antitrust and competition Laws are designed to protect and promote a competitive, free market economy. These Laws specifically prohibit certain conduct such as price-fixing, wage-fixing, division of markets, group boycotts, and other anticompetitive behavior. The MMEC and its Participants acknowledge that Participants may compete with each other in various lines of business and that it is therefore imperative that they and their representatives act in a manner which does not violate any applicable antitrust or competition Laws.

Accordingly, the MMEC and all Participants agree to conduct all meetings, discussions, communications, and other interactions in compliance with all applicable antitrust and competition Laws. As a general rule, discussions and information shared between Participants are limited to those which are necessary for MMEC’s mission. Participants shall not, in the process of conducting MMEC activities, including attending meetings and performing pilot experiments, take any action in violation of applicable antitrust and competition Laws. Those actions include, but are not limited to, reaching an understanding or agreement, discussing, communicating, or engaging in any other exchange regarding prices, pricing methods, employee compensation, terms or conditions of sale, production volume, allocation of territories or customers, marketing practices, boycotts, tying arrangements, or business plans or strategies. Nor will Participants engage in any informal discussions on these topics during meeting breaks, social events, or any other time.

The meeting chair or Participants will agree in advance on an agenda for each MMEC meeting (whether held in-person or remotely). Each meeting shall commence with a reminder of antitrust and competition Law requirements and this Policy.

Antitrust Do’s and Don’ts

The below provides general guidance regarding what Participants should and should not do to comply with the antitrust and competition Laws. Participants should contact their respective legal counsel to address specific questions.

Do Not - in fact or appearance, discuss or exchange information regarding:

- An individual company's current or projected prices; price changes; price differentials; markups; discounts; rebates; allowances; terms and conditions of sale, including credit terms, etc.; or data that bear on prices, including profits, margins, or cost.
- Individual company wages, bonuses or compensation policies, strategies or practices.
- Industry-wide pricing policies, price levels, price changes, differentials, or the like.
- Actual or projected changes in industry production, capacity, or inventories.
- Matters relating to bids or intentions to bid for specific opportunities, procedures for responding to bid invitations, or specific contractual arrangements.
- Plans of individual companies concerning the design, characteristics, production, distribution, marketing, or introduction dates of particular products/services, including proposed territories or customers.
- Information relating to actual or potential individual suppliers that might have the effect of excluding them from any market or of influencing the business conduct of firms toward such suppliers.
- Matters relating to actual or potential customers that might have the effect of influencing the business conduct of firms toward such customers.
- Individual company current or projected costs of procurement, development, or manufacture of any product/service.
- Individual company market shares for any product/service or for all products/services.
- Confidential or otherwise sensitive business plans or strategy.
- The above is not a complete list of prohibited topics. When in doubt, consult your legal counsel. In addition, Participants must not reject any applicant for MMEC participation that otherwise meets the qualifications for participation as set forth in MMEC's bylaws, for any anticompetitive purpose or for the purpose of denying such applicant the benefits of participation.

Do

- Do prepare an agenda for each in-person and remote meeting and strictly limit discussion to those agenda topics.
- Do record minutes for each meeting and ensure the legal review of these minutes.
- Do protest any discussion or activities which appear to violate the antitrust and competition laws; ask for those discussions or activities to be stopped so that counsel can make an appropriate legal check.
- Do report any violations to appropriate legal counsel.
- Do consult with appropriate legal counsel on all questions which might be related to antitrust and competition Law, including the implementation of any proposed programs, projects, or policy decisions.
- Do continue to be competitive, including competing vigorously with the other Participants and making unilateral decisions in the best interests of your company alone.
- Do make any MMEC information, materials, or reports available to non-Participants on fair and reasonable terms, when failure to make them available will impose a significant economic or competitive disadvantage or cost to non-Participants.

END OF APPENDIX D

APPENDIX E: BRAND AND PROMOTIONAL REQUIREMENTS:

Promoting the MMEC. The efforts to advance the mission and goals of the MMEC can be significantly improved with help from our member companies. Promotion of the MMEC’s mission, website, communication, benefits, and brand from member companies can come in a variety of forms:

1. Promoting the MMEC mission and brand to:
 - a. Individuals that would be advocates for the MMEC.
 - b. Non-member commercial companies that would benefit from the MMEC’s efforts.
 - c. Non-member public/private partnerships
 - d. State and Federal stakeholders interested in advancing electromagnetic security.
 - e. State and Federal representatives interested in the development and funding of projects.
 - f. Academia interested in technology development and projects.
2. Advocating the benefits and goals of the MMEC to:
 - a. Your company’s state and federal representatives
 - b. Including the MMEC into your company’s lobbying efforts
3. Promotion of the MMEC on your company’s website and online presence:
 - a. Adding information about your company’s membership in the MMEC
 - b. Linking from your company’s website to the MMEC website (www.mmeconsortium.org) with the MMEC logo
 - c. Creating and supporting posts to social media like LinkedIn
4. Supporting and promoting the MMEC at events and trade shows
5. The MMEC values your contribution and efforts to advance microelectronic technology and development and we welcome feedback and ideas to make the MMEC an organization that provides a high level of benefits and opportunities to our Members.

As a Member of the Midwest Microelectronics Consortium (MMEC), and for so long as you remain a Member in good standing, you are authorized to use the MMEC logo in your company’s promotional materials and on your company’s website to show your membership in the MMEC. Company usage of the MMEC logo is limited and can only be used to promote your membership and not as a representation of the MMEC itself. Any other usage must be authorized by the MMEC, and logo usage must stop if membership is canceled or rescinded. The goal of the brand requirements is to define usage and protect the strength and consistency of the MMEC brand on your company’s promotional materials and website. Logo digital files are attached.



Logo Clear Space. The White area indicates logo boundary. Grey area indicates clear space. Other graphical and visual elements can be safely positioned up to the grey area. The grey area must be kept free of all other graphical and visual elements. If “X” is the height of the MMEC type, then “1/2X” is the grey border that must be kept clear of other elements. The minimum required Clear Space is defined by the measurement “X.”



Color Specification. The logo must always be displayed in the correct colors - no substitutions are acceptable. The logo shall always be displayed on a white background. B&W version of the logo shall only be used when absolutely necessary. When the logo must be represented in one color, black is the only accepted color.

COLORS:



AQUA

RGB: 12, 144, 157
CMYK: 70, 0, 20, 30
HEX: 0C909D



GREY

RGB: 147, 149, 152
CMYK: 0, 0, 0, 50
HEX: 939598



BLACK

RGB: 35,31,32
CMYK: 0, 0, 0, 100
HEX: 231F20

Logo Usage Best Practices. To ensure the MMEC logo is not misused, do not change, alter, or modify any part of the logo. Do not stretch or compress the logo. Do not place the logo on any color other than white. Do not change the logo colors. Any questions can be emailed to kolson@mmeconsortium.org

END OF APPENDIX E