

**Amendment 1 to
Information Warfare Research Project (IWRP) Consortium Membership Agreement
Effective as of December 22, 2021**

PURPOSE

This Consortium Membership Agreement Amendment is effective on **December 22, 2021**, to ensure continued membership for all IWRP members and uninterrupted consortium operations.

WHEREAS, the Consortium Membership Agreement (“CMA”) was originally entered into, as of June 11, 2018, to establish the Information Warfare Research Project (IWRP) Consortium; and

WHEREAS, Information Warfare Research Project 2 (IWRP 2) Other Transaction Agreement has been executed with the CM.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained in the CMA, and subject to Paragraph 4, below, the CMA is amended as follows:

- 1. The paragraph entitled “Purpose” is deleted in its entirety and replaced as follows:**

PURPOSE

This Consortium Membership Agreement (“CMA”) originally entered into, as of June 11, 2018 (and as modified by Amendment 1, effective December 22, 2021), is to establish and continue membership in the Information Warfare Research Project (IWRP) Consortium.

- 2. The definition for Other Transaction Agreement or OTA is deleted in its entirety and replaced as follows:**

Other Transaction Agreement(s) or OTA(s) means the respective IWRP and IWRP 2 agreements which are entered into by the Government and the CM on behalf of the IWRP. Unless otherwise specified, it is understood that the references to “Other Transaction Agreement(s)” or “OTA(s)” shall refer to both the original “IWRP OTA” and “IWRP 2 OTA.”

- 3. The paragraph entitled, “Membership Dues” set forth under Article 1: Consortium Membership is hereby amended to read as indicated in bold below:**

Membership Dues. IWRP Members will pay non-refundable annual dues every October 1st in the amounts listed as follows: \$1,500 for large businesses and \$500 for all others (small businesses, academic institutions, and nonprofits). New Members will pay pro-rated dues payable upon initial acceptance of membership and then annual dues thereafter. The pro-rated dues structure, based upon the date of initial application acceptance, is as follows:

Large Business:	All others:
a) October through March - \$1,500	a) October through March - \$500
b) April through September - \$750	b) April through September - \$250

Small Business Administration (SBA) size standards will be used to determine business size. Small business size standards define the largest that a business concern, including all of its affiliates, may be and yet qualify as a small [business concern](#) for SBA and most other federal programs.

The NAICS code is 541715 – Research and Development in the Physical, Engineering, and Life Sciences (Except Nanotechnology and Biotechnology).

4. **The paragraph entitled “Project Award Assessment” set forth under Article 1: Consortium Membership is removed in its entirety.** There will be no Project Award Assessments associated with project awards made under the Other Transaction Agreements.

5. **Subparagraph (c) within the paragraph entitled “Membership Obligations” set forth under Article 1: Consortium Membership is deleted in its entirety and replaced to incorporate the technical areas identified in the IWRP 2 OTA, as follows:**
 - c) Clearly demonstrate in their membership application that they are capable of making a technical contribution in the following areas: Cyber Warfare; Data Science/Analytics Technologies; Assured Communications; Cloud Computing; Enterprise Resource Tools; Autonomy; Mobility; Model Based Systems Engineering (MBSE); On-Demand Manufacturing; Assured Command and Control (AC2); Integrated Fires (IF); Battlespace Awareness (BA); Development, Security and Operations (DevSecOps); Artificial Intelligence/Machine Learning (AI/ML); Elegant Design and User Experience; and other fields related to Information Warfare;

6. **The paragraph entitled “Compliance with Antitrust Laws” is hereby incorporated under Article 7: General Provisions, as follows:**

Compliance with Antitrust Laws. The Members shall comply with all applicable U.S. Antitrust Laws.

7. **The foregoing amendment to the CMA shall become effective at 12:00 AM, ET December 22, 2021.**

8. **All other terms and conditions set forth in the CMA are unchanged and remain in full force and effect.**

A conformed copy of the CMA inclusive of the above changes is provided herein.