

**CONSORTIUM AGREEMENT
TO ESTABLISH
THE NATIONAL SEMICONDUCTOR TECHNOLOGY CENTER
BETWEEN THE DEPARTMENT OF COMMERCE,
THE DEPARTMENT OF DEFENSE, THE DEPARTMENT OF ENERGY,
THE NATIONAL SCIENCE FOUNDATION, AND THE NATIONAL CENTER FOR THE
ADVANCEMENT OF SEMICONDUCTOR TECHNOLOGY**

1. PURPOSE

- A. This is a Consortium Agreement (“Agreement”) entered into by and between the Department of Commerce (“DOC”), the Department of Defense (“DOD”), the Department of Energy (“DOE”), the National Science Foundation (“NSF”), and the National Center for the Advancement of Semiconductor Technology (“Natcast”).
- B. The purpose of this Agreement is to establish the National Semiconductor Technology Center (“NSTC”) as required by Section 9906 of the Creating Helpful Incentives to Produce Semiconductors for America Act, Title XCIX of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021, Pub. L. No. 116-283, codified at 15 U.S.C. § 4656(c), as amended by Section 103 of Division A, Pub. L. No. 117-167 (collectively referred to as “The CHIPS Act”).
- C. The purpose of the NSTC is to support and extend U.S. leadership in semiconductor research, design, engineering, and advanced manufacturing through collaboration between public and private stakeholders to better integrate research and development and workforce efforts across the semiconductor ecosystem, thereby promoting economic and national security. Collaboration among NSTC members will advance critical semiconductor research and development; build capacity for, expand capability in, and expand access to design and manufacturing resources; allow industry, academia, government, and other stakeholders to build on each other’s work; and reduce the time and cost of bringing technologies to market.

2. AUTHORITIES AND BACKGROUND

- A. The CHIPS Act provides that “the Secretary of Commerce, in collaboration with the Secretary of Defense, shall establish a national semiconductor technology center to conduct research and prototyping of advanced semiconductor technology and grow the domestic semiconductor workforce to strengthen the economic competitiveness and security of the domestic supply chain. Such center shall be operated as a public private-sector consortium with participation from the private sector, the Department of Energy, and the National Science Foundation.” 15 U.S.C. § 4656(c)(1).
- B. The CHIPS Act provides that the functions of the NSTC shall include as follows:
 - (1) “To conduct advanced semiconductor manufacturing, design and packaging research, and prototyping that strengthens the entire domestic ecosystem and is aligned with the [national strategy on microelectronics research, as described in

15 U.S.C. § 4656(a)(3)(A)] with emphasis on the following,” 15 U.S.C. § 4656(c)(2)(A).

- (a) “Semiconductor advanced test, assembly, and packaging capability in the domestic ecosystem.” 15 U.S.C. § 4656(c)(2)(A)(i).
- (b) “Materials characterization, instrumentation and testing for next generation microelectronics.” 15 U.S.C. § 4656(c)(2)(A)(ii).
- (c) “Virtualization and automation of maintenance of semiconductor machinery.” 15 U.S.C. § 4656(c)(2)(A)(iii).
- (d) “Metrology for security and supply chain verification.” 15 U.S.C. § 4656(c)(2)(A)(iv).

(2) “To establish and capitalize an investment fund, in partnership with the private sector, to support startups and collaborations between startups, academia, established companies, and new ventures, with the goal of commercializing innovations that contribute to the domestic semiconductor ecosystem, including—” 15 U.S.C. § 4656(c)(2)(B).

- (a) “Advanced metrology and characterization for manufacturing microchips using 3 nanometer transistor processes or more advanced processes; and” 15 U.S.C. § 4656(c)(2)(B)(i).
- (b) “Metrology for security and supply chain verification.” 15 U.S.C. § 4656(c)(2)(B)(ii).

(3) “To work with the Secretary of Labor, the Director of the National Science Foundation, the Secretary of Energy, the private sector, institutions of higher education, and workforce training entities to incentivize and expand geographically diverse participation in graduate, undergraduate, and community college programs relevant to microelectronics, including through—” 15 U.S.C. § 4656(c)(2)(C).

- (a) “The development and dissemination of curricula and research training experiences; and” 15 U.S.C. § 4656(c)(2)(C)(i).
- (b) “The development of workforce training programs and apprenticeships in advanced microelectronics design, research, fabrication, and packaging capabilities.” 15 U.S.C. § 4656(c)(2)(C)(ii).

C. On April 25, 2023, DOC published “A Vision and Strategy for the National Semiconductor Technology Center,” that outlined the strategy, capabilities, and resources envisioned for the NSTC.

D. On April 26, 2023, DOC issued a Federal Register Notice at 88 FR 25378, entitled “National Semiconductor Technology Center Selection Committee,” seeking nominations

of private citizens to serve on a selection committee, which would, in turn, choose individuals to form a new, purpose-built, independent, nonprofit entity with the requisite neutrality, expertise, leadership, and capacity to serve as the operator of the NSTC.

- E. On October 11, 2023, the Selection Committee announced board members for the nonprofit entity. On November 9, 2023, the board members announced that Natcast had been incorporated and had signed an initial agreement with DOC to allow Natcast to serve as the anticipated operator of the NSTC (“NSTC Operator”).
- F. DOC, DOD, DOE, NSF, and Natcast enter into this Agreement to establish the NSTC as authorized by the CHIPS Act.
- G. DOC, DOD, DOE, and NSF may rely on other authorities as appropriate in the execution of activities under this Agreement.

3. DEFINITIONS

- A. “Affiliated NSTC Resources” refers to infrastructure, hardware tools, software tools, or personnel that are owned (or in the case of personnel, employed) by an entity other than the NSTC Operator, managed under contract with an entity other than the NSTC Operator, and/or are substantially funded by an entity other than the NSTC Operator. Affiliated NSTC Resources may be owned, managed, and/or substantially funded by Federal Government, State government, private, nonprofit, or academic entities. Unlike Primary NSTC Resources, management of Affiliated NSTC Resources remains with the existing owner/operator of the Affiliated NSTC Resources, and they are accessed by the NSTC Operator through use-based or other agreements for use by NSTC members and/or NSTC Operator-funded researchers. “Affiliation Agreements” between the NSTC Operator and the appropriate entity with authority over the Affiliated NSTC Resource(s) shall cover the terms and conditions of the collaboration to support the NSTC, including delineating each entity’s control over the project. The terms and conditions of Affiliated Agreements are expected to vary in terms of the entity’s input on operations, payment or funding transfer terms, and prioritization of NSTC projects.
- B. “CHIPS Research and Development Office” (“CHIPS R&D Office”) refers to the component of DOC that was created within the National Institute of Standards and Technology (“NIST”) to establish and manage the research and development programs at DOC that were authorized by the CHIPS Act. As discussed further below, the CHIPS R&D Office expects to enter into a funding agreement with the NSTC Operator to serve as the operator of the NSTC.
- C. “Federal Founding Members” are DOC, DOD, DOE, and NSF.
- D. “Funding Agreement” refers to the Funding Agreement that DOC, through NIST, expects to enter into with the NSTC Operator to operate the NSTC. The Funding Agreement shall cover DOC’s overall requirements for the NSTC Operator to operate the NSTC. The Funding Agreement shall include a recurring base funding order (which generally covers operational expenses and core activities) and ad hoc funding orders (which are expected

to cover major projects, such as NSTC facilities, or the investment fund referenced in Section 2(B)(2) of this Agreement). New funding orders with value of more than \$25 million shall be preceded by a Proposal Strategy Document, which the Steering Committee shall be briefed on pursuant to Section 7(E)(1) of this Agreement. DOC anticipates being the primary source of funding in the initial stages of the NSTC.

- E. “Impact Report” refers to the anticipated public report the NSTC Operator shall be required to issue that details the accomplishments of the NSTC on an annual basis.
- F. “Membership Agreement(s)” refers to the anticipated agreement that future members shall enter into to join the NSTC. The Membership Agreement(s) shall contain the terms and conditions for members to access NSTC benefits and/or share resources with the NSTC. The Membership Agreement(s) shall reflect the membership model. The Membership Agreement(s) shall also incorporate by reference this Agreement.
- G. “Membership categories” refers to the classification of member groups, including which and/or what kind of entities can become members with associated rights and responsibilities to participate in the NSTC. The NSTC Operator shall propose membership categories for modification or approval by the Steering Committee, as detailed in Sections 4(F) and 7(C) of this Agreement.
- H. “Membership goals and principles” refer to the value proposition the NSTC will provide for each membership category, and expectations and/or responsibilities of each membership category, all of which will inform key terms and conditions of the Membership Agreement(s). The NSTC Operator shall propose membership goals and principles for modification or approval by the Steering Committee, as detailed in Sections 4(F) and 7(C) of this Agreement.
- I. “Membership model” refers to the design of membership categories and an associated fee structure including the benefits and/or services that members shall be entitled to receive within each category. The membership model will reflect the membership categories, goals, and principles.
- J. “National Institute of Standards and Technology” (“NIST”) refers to the DOC bureau whose mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and improve our quality of life. The CHIPS R&D Office is part of NIST.
- K. “National Semiconductor Technology Center” (“NSTC” or “NSTC Consortium”) is the national semiconductor technology center that must be operated as a public–private-sector consortium, pursuant to 15 U.S.C. § 4656(c)(1). The NSTC is established by this Agreement. The NSTC shall be operated by a new, purpose-built, independent nonprofit entity, the NSTC Operator. The NSTC also has a Steering Committee, the roles and responsibilities of which are established through this Agreement.
- L. “NSTC Operator” refers to Natcast, the new, purpose-built, independent, nonprofit entity with which DOC expects to enter into a Funding Agreement in order to operate the

NSTC. The NSTC Operator shall have a Chief Executive Officer, referred to herein as “the CEO of the NSTC Operator,” and a Board of Trustees. The NSTC Operator signatory to this Agreement is authorized to act on behalf of the NSTC Operator to carry out the terms of this Agreement. The NSTC Operator shall manage the NSTC consistent with this Agreement, Membership Agreement(s), and any funding agreement(s) between DOC and the NSTC Operator. DOC anticipates that the NSTC Operator will: develop the membership model and recruit NSTC members; manage the physical and digital assets of the NSTC; develop a network of technical centers; establish an investment fund; execute research programs; and establish a semiconductor workforce center of excellence.

- M. “NSTC Stakeholders” generally refers to entities—or individuals representing entities—that are expected to eventually become members of the NSTC. For example, per Section 4(F) of this Agreement, the NSTC Operator is required to develop membership categories in consultation with NSTC Stakeholders, who will not have a mechanism to become members of the NSTC until the membership categories—and membership model—are finalized.
- N. “NSTC Steering Committee” or “Steering Committee” refers to the committee established through this Agreement with the duties and responsibilities set forth in this Agreement. Initially, the Steering Committee shall consist of six voting members—three members from DOC, and one member each from DOD, DOE, and NSF. By the end of the second quarter of calendar year (CY) 2024 a seventh voting member shall be added to the Steering Committee—a private sector member to be selected according to the terms of Section 6 of this Agreement. The Steering Committee may act with six voting members until the private sector member is approved. These voting members are authorized to act to carry out the NSTC Steering Committee’s responsibilities according to the terms of this Agreement.
- O. “NSTC Vision and Strategy Paper” refers to the paper “A Vision and Strategy for the National Semiconductor Technology Center” published by the CHIPS R&D Office on April 25, 2023. This paper explains how the NSTC will accelerate the pace of domestic innovation in semiconductor and related industries, and ensure those innovations form the foundations for future American industries. The NSTC Vision and Strategy Paper incorporated input from DOD, DOE, NSF, and the National Science and Technology Council’s Subcommittee on Microelectronics Leadership (SML) and was informed by significant engagement with private sector and other stakeholders in the semiconductor ecosystem.
- P. “Primary NSTC Resources” refers to infrastructure, hardware tools, software tools, or personnel who operate and/or facilitate the use of the aforementioned infrastructure, hardware, or software tools, which are owned on behalf of (or in the case of personnel, employed by) the NSTC.
- Q. “Proposal Strategy Document” (“PSD”) refers to a document prepared by the NSTC Operator in advance of a new funding order with value of more than \$25 million, whether a recurring base funding order or an ad hoc funding order. Each PSD shall include a description of the funding objectives, strategy, scope, implementation timeline, and

approximate proposed funding levels. The PSD is intended to provide a clear understanding of the funding order objectives while leaving final, detailed negotiations to be completed.

- R. “Selection Committee” refers to the group of private citizens chosen by DOC to identify leaders to incorporate a new independent non-profit entity with the requisite neutrality, expertise, leadership, and capacity to serve as the operator of the NSTC.
- S. “Strategic Plan” refers to an annual plan with a rolling three-year outlook that includes strategic objectives and measurable desired outcomes for the NSTC.
- T. “Subcommittee on Microelectronics Leadership” (“SML”) refers to the subcommittee within the President’s National Science and Technology Council that is charged with developing a national strategy on microelectronics research, development, manufacturing, and supply chain security. 15 U.S.C. § 4656(a).

4. NSTC MEMBERS

- A. The NSTC is established by the Federal Founding Members and the NSTC Operator to be operated as a public-private sector consortium.
- B. The NSTC Operator shall be a member of the NSTC. The NSTC Operator shall contribute its expertise, leadership, and capacity in service of the NSTC mandate as defined in Section 2(B) of this Agreement.
- C. The NSTC shall be open to other members who enter into Membership Agreements in the future, including members from the private sector. Advancing the United States’ leadership in advanced research and development of microelectronics requires the private sector’s commitment to this shared goal. Private sector participation and feedback will be essential to the success of the NSTC, and the Federal Founding Members and NSTC Operator expect the NSTC to provide multiple avenues for private sector collaboration. Examples of private sector collaboration include but are not limited to:
 - a. Through the Funding Agreement, the NSTC Operator will be required to consult with NSTC Stakeholders/Members, including from the private sector, to develop the Strategic Plan. See Section 7(B)(1) of this Agreement.
 - b. The NSTC Steering Committee will include a private sector voting member. See Section 6(A)(1)(d) of this Agreement.
 - c. Under the Funding Agreement, the NSTC Operator will be required to develop committees or boards to guide the technical direction of the NSTC and other significant initiatives. DOC expects these committees or boards will include significant representation from private sector members of the NSTC. See Section 8 of this Agreement.
- D. Examples of future NSTC members may include institutions of higher education (including graduate, undergraduate, and community college programs), vocational

institutions, labor organizations, nonprofits (including Federally-Funded Research and Development Centers), small businesses, medium enterprises, large companies, start-up companies, associations, consortia, Federal agencies, State, tribal and local government entities, and investors—subject to restrictions imposed by law.

- E. The NSTC is expected to have a flexible membership model with the objective of making membership attractive and accessible to all parts of the semiconductor supply chain and ecosystem. Certain categories of members are anticipated to contribute additional funds through usage or participation fees and/or through in-kind contributions for particular benefits or services, to the extent permitted by law.
- F. After consulting with NSTC Stakeholders, the NSTC Operator shall propose NSTC membership categories and the goals and principles for the membership model for modification or approval by the Steering Committee, pursuant to Section 7(C) of this Agreement. Once NSTC membership categories and the goals and principles for the membership model have been approved, the NSTC Operator shall develop a membership model, as noted in Section 7(D) of this Agreement. The Steering Committee shall have the opportunity to review and provide comments on the proposed membership model before it is finalized.
- G. The membership model, as noted in Section 7(D) of this Agreement, shall be reflected in the Membership Agreement(s) that is/are intended to be signed to become an NSTC member.
- H. Recognizing the urgency and need for the NSTC to support the domestic semiconductor ecosystem, the Federal Founding Members and NSTC Operator anticipate that future members will be able to join the NSTC in CY 2024.

5. COMMITMENTS OF FEDERAL FOUNDING MEMBERS

- A. The Federal Founding Members agree to assign an appropriate official or officials to serve on the NSTC Consortium Steering Committee, as detailed in Section 6 of this Agreement.
- B. The Federal Founding Members agree to identify and pursue opportunities for interagency collaboration across the Federal Government with respect to the NSTC, including sharing information as needed to achieve coordination and avoid duplication in support of the purpose and functions of the NSTC, as detailed in Sections 1(C) and 2(B) of this Agreement, respectively.
- C. The Federal Founding Members agree to identify resources within each agency that could be Affiliated NSTC Resources, pursuant to additional memoranda or agreements, such as Affiliation Agreements as described in Section 3(A) of this Agreement, which are consistent with the policies and procedures of each Federal Founding Member agency.
 - (1) The Funding Agreement shall contain a provision requiring the NSTC Operator to develop additional memoranda or agreements, such as Affiliation Agreements, that enable DOD, DOE, and NSF and/or their component bureaus, offices, or sub-

agencies to participate in the NSTC consistent with their respective agency missions and statutory requirements. This Agreement does not legally obligate Federal Founding Members to enter into future agreements with the NSTC Operator, but the Federal Founding Members and/or their component bureaus, offices, or sub-agencies anticipate signing such memoranda or agreements in order to finalize the terms and conditions of their participation in the NSTC, including their access to NSTC activities and resources.

- D. DOC commits to establishing an interagency coordination team in the CHIPS R&D Office to collaborate with staff at DOD, DOE, NSF, and other Federal agencies to navigate semiconductor research and development and/or workforce programs within each agency to facilitate program coordination and collaboration, identify opportunities to enhance programs, and avoid duplication.
- E. The Federal Founding Members agree to support efforts for federally-funded institutions that can make significant contributions to the success of the national strategy on microelectronics research (as described in 15 U.S.C. § 4656(a)(3)(A)) to become members of the NSTC, to the extent permitted by law.

6. NSTC CONSORTIUM STEERING COMMITTEE STRUCTURE, RULES, AND MEETINGS

- A. The NSTC shall have a Steering Committee.

(1) Initially, the Steering Committee shall consist of six voting members. DOC shall have three voting members; DOD, DOE, and NSF shall each have one voting member. The Federal Founding Members shall select voting members of the Steering Committee with sufficient knowledge of and/or authority over the relevant programs within their respective agency to ensure effective coordination and deduplication of federal funding and programming.

- (a) The three DOC members shall be selected by the Secretary of Commerce or their designee.
- (b) The members from DOD, DOE, and NSF shall be selected by the heads of those agencies or their designee.
- (c) Vacancies that occur in Steering Committee positions held by Federal agency voting members must be filled pursuant to the process set forth in Section 6(A)(1) of this Agreement within 45 calendar days and may include temporary designees.
- (d) The Steering Committee shall also include a voting member from the private sector. This member shall be chosen after a selection, replacement, and removal process is established by the NSTC Operator. The private sector member shall be approved by the Secretary of Commerce or their designee.

- (2) The CEO of the NSTC Operator or their designee shall serve as a nonvoting, ex officio member of the Steering Committee.
- B. The Secretary of Commerce shall designate one of the three DOC members to serve as the Chair of the Steering Committee and shall inform the other agency heads of that designation.
- (1) Steering Committee meetings are held at the call of the Chair.
 - (2) The Chair shall convene Steering Committee meetings at least quarterly.
 - (3) The Chair may also convene Steering Committee meetings with voting members only, as needed.
 - (4) After soliciting input from other Steering Committee members, including the NSTC Operator, the Chair shall set an agenda with reasonable notice—anticipated to be 14 days absent significant extenuating circumstances—before a Steering Committee meeting.
 - (5) The Chair shall, in consultation with the members of the Steering Committee, develop and set processes and procedures for the review, approval, modification, or input of the Steering Committee on items in Section 7 of this Agreement. All such processes and procedures shall provide the Steering Committee with reasonable notice and deadlines to allow the Steering Committee to fulfill its role under this Agreement.
 - (6) The Chair of the Steering Committee may modify any deadlines provided herein in writing with at least seven days’ advance notice to Steering Committee members, including the NSTC Operator.
- C. It is in the best interest of all Steering Committee members to avoid actual conflicts of interest and the appearance of conflicts of interest with respect to the NSTC. Federal agency members of the Steering Committee shall abide by Federal law, regulations, and applicable guidance concerning conflicts of interest and ethics requirements. Any private sector voting member on the Steering Committee is expected to abide by any policies and requirements regarding such matters that may be established for private sector voting members by the NSTC Operator and/or the Steering Committee. The NSTC Operator will also be required to adopt a conflict of interest policy that DOC will approve pursuant to the Funding Agreement.

7. NSTC CONSORTIUM STEERING COMMITTEE ROLE AND RESPONSIBILITIES

- A. The Steering Committee’s role is to provide strategic support, guidance, and coordination with other ongoing Federal research and development programs to ensure that the NSTC Consortium is supporting and extending U.S. leadership in semiconductor research, design, engineering, advanced manufacturing, and workforce development in ways that will promote the economic and national security of the United States.

B. The Steering Committee is responsible for annually approving, by majority vote, the Strategic Plan. The Strategic Plan shall be consistent with the CHIPS Act and the SML's national strategy.

(1) The NSTC Operator shall be responsible for developing the first Strategic Plan in consultation with a range of NSTC Stakeholders, including, as appropriate, individuals from entities listed in Section 4(D) of this Agreement. The first Strategic Plan shall incorporate, as appropriate, the strategic goals identified in the NSTC Vision and Strategy Paper. The NSTC Operator shall be responsible for developing future Strategic Plans in consultation with NSTC members.

(2) The Strategic Plan shall provide, at minimum, a rolling three-year outlook that includes strategic objectives and measurable desired outcomes.

(3) No less than 90 days before the end of the NSTC Operator's fiscal year, the NSTC Operator shall submit a proposed Strategic Plan to the Chair of the Steering Committee.

(a) Pursuant to processes and procedures set by the Chair pursuant to Section 6(B)(5) of this Agreement, the Chair shall share the proposed Strategic Plan with Steering Committee members for their review, approval, or modification. Any modifications to the proposed Strategic Plan shall be provided by the Chair to the NSTC Operator. The Chair shall work with the NSTC Operator to develop a revised Strategic Plan for final approval by the Steering Committee.

(4) If, 15 days before the end of the NSTC Operator's fiscal year, the Steering Committee has failed to approve the Strategic Plan, the Secretary of Commerce or their designee shall have the authority to approve the Strategic Plan.

C. The Steering Committee is responsible for approving NSTC membership categories, as well as membership goals and principles to inform the membership model, by majority vote.

(1) As noted in Section 4(F) of this Agreement, the NSTC Operator shall propose NSTC membership categories, goals and principles to the Chair of the Steering Committee.

(2) Pursuant to processes and procedures set by the Chair pursuant to Section 6(B)(5) of this Agreement, the Chair shall share the proposed membership categories, goals, and principles with Steering Committee members for their review, approval, or modification.

(3) If the Steering Committee fails to approve the membership categories, goals and principles within 90 days after the NSTC Operator initially submits its proposal to the Chair of the Steering Committee, the Secretary of Commerce or their

designee shall have the authority to approve the NSTC membership categories, goals and principles.

- (4) The Steering Committee shall approve any subsequent proposed revisions to membership categories, goals and principles in the same manner as these items are approved in Sections 7(C)(1)-(3) of this Agreement.
- D. Upon approval of the items in Section 7(C) of this Agreement, the NSTC Operator shall develop a proposed membership model that includes the types of fees expected from NSTC members in each membership category. The NSTC Operator shall provide that proposed membership model to the Chair of the Steering Committee.
- (1) Pursuant to processes and procedures set by the Chair pursuant to Section 6(B)(5) of this Agreement, the Chair shall share the proposed membership model with Steering Committee members for their review and input before the membership model is finalized, consistent with the terms of the Funding Agreement.
 - (2) The NSTC Operator shall provide the membership model to the Steering Committee once it is finalized consistent with the terms of the Funding Agreement.
 - (3) The NSTC Operator shall submit any proposed material revisions to the finalized membership model to the Chair of the Steering Committee. Pursuant to processes and procedures set by the Chair pursuant to Section 6(B)(5) of this Agreement, the Chair shall share the proposed material revisions to the membership model with Steering Committee members for their review and input before the revisions are finalized consistent with the terms of the Funding Agreement.
- E. The Chair of the Steering Committee or their designee shall brief Steering Committee members on the contents of the Funding Agreement between DOC and the NSTC Operator and seek their input through procedures or processes the Chair adopts per Section 6(B)(5) of this Agreement before the Funding Agreement is entered into.
- (1) The Funding Agreement shall reference a recurring base funding order as well as ad hoc funding orders between DOC and the NSTC Operator. Both recurring base funding orders and ad hoc funding orders over \$25 million shall require the NSTC Operator to prepare Proposal Strategy Documents (PSDs) in advance. The Chair or their designee shall brief Steering Committee members on the contents of those PSDs and seek Steering Committee members' input through procedures or processes set by the Chair pursuant to Section 6(B)(5) of this Agreement before funding orders are approved.
- F. The Steering Committee shall provide input on the NSTC Operator's annual Impact Report to support the NSTC's oversight and accountability goals.
- (1) The NSTC Operator must submit a draft Impact Report to the Chair of the Steering Committee at least 60 days prior to its publication. Pursuant to procedures or processes set by the Chair pursuant to Section 6(B)(5) of this

Agreement, the Chair shall share the draft Impact Report with the Steering Committee for their review and input before the draft Impact Report is published.

8. OTHER NSTC ADVISORY BODIES

- A. The Federal Founding Members and NSTC Operator anticipate that the NSTC Operator will be informed by advisory bodies, including technical advisors. The NSTC Operator shall be directed through the Funding Agreement to work with NSTC stakeholders to establish a structure for advisory bodies to provide input on technical programs, workforce development, and other activities as needed to help guide the work of the NSTC.

9. MODIFICATION AND TERMINATION

- A. The Federal Founding Members and NSTC Operator expect the NSTC to evolve over time, and the terms of this Agreement may need to change. For example, in a future state where multiple agencies make particularly significant contributions to support the NSTC, the Steering Committee will revisit its composition, roles, and responsibilities at the earliest appropriate Steering Committee meeting. The terms of this Agreement may be modified by the written agreement of all Federal Founding Members.
- B. This Agreement is based upon the expectation of a long-term and continuing relationship between the Federal Founding Members and the NSTC Operator. Should that expectation change or end, the Secretary of Commerce and Secretary of Defense may unanimously agree to terminate the NSTC. If the decision is made to terminate the NSTC, then the Federal Founding Members and NSTC Operator shall provide for an orderly phase-out, on fair and equitable terms to be set forth in a modification to this Agreement and any other relevant agreement(s). Such a phase-out modification shall address any outstanding issues between the Federal Founding Members and the NSTC Operator.
- C. The Funding Agreement between DOC and the NSTC Operator shall indicate that if the NSTC Operator fails to perform the terms of the Funding Agreement, DOC may terminate that Funding Agreement and select a new entity to serve as the NSTC Operator.

10. NSTC FUNDING

- A. The Federal Founding Members and NSTC Operator anticipate that the NSTC will initially be funded primarily by DOC and that the NSTC Operator shall develop a financial model for the NSTC that includes other public and private revenue sources, as well as a membership model that may include membership fees and/or service fees for access and use of NSTC resources. Using amounts appropriated to DOC available for implementation of the NSTC as a catalyst, the expectation is that the NSTC Consortium will be able to fund multi-year research programs to tackle long-term strategic challenges, enable major facilities and virtual assets, and create a program that provides significant value for decades.
- B. This Agreement does not obligate or commit funds, nor is this Agreement the basis for transfer of funds. Nothing in this Agreement authorizes or is intended to obligate the

Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value; any such transfers will be provided for in future agreements.

- C. Expenditures by each Federal Founding Member or any other Federal agency NSTC member shall be subject to the Federal agency's budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Federal Founding Members expressly acknowledge that no provision of this Agreement implies that Congress will appropriate funds for such expenditures and any obligations or expenditures shall be subject to the availability of appropriations.

11. EFFECT OF THIS AGREEMENT

- A. This Agreement is not and should not be construed to create any right or benefit, substantive or procedural, enforceable at law or otherwise, against the Federal Founding Members, the United States, the officers, employees, agents, or other associated personnel of the Federal Founding Members, or the NSTC Operator. This Agreement does not rescind or modify, in whole or in part, any existing agreements between or among the Federal Founding Members and/or NSTC Operator.
- B. To the extent there are discrepancies between this Agreement and the Funding Agreement (including recurring base funding orders and ad hoc funding orders), the Funding Agreement controls.

12. EFFECTIVE DATE

- A. The terms of this Agreement, including the establishment of the NSTC, shall be effective upon the signature of all Federal Founding Members and the NSTC Operator and shall continue in effect unless this Agreement is terminated.

13. SIGNATURES

Gina M. Raimondo
Secretary of Commerce

Lloyd J. Austin III
Secretary of Defense

Jennifer M. Granholm
Secretary of Energy

Sethuraman Panchanathan
Director, U.S. National Science Foundation

Deirdre Hanford
Chief Executive Officer, Natcast