EDUCATIONAL PARTNERSHIP AGREEMENT

between

**U.S. ARMY CYBER COMMAND (ARCYBER) TECHNICAL WARFARE CENTER (TWC)**

**TECHNOLOGY & INNOVATION CENTER (ArCTIC)**

and

**DAKOTA STATE UNIVERSITY (DSU)**

Agreement Administrators:

**ArCTIC**

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**Approvals:**

For Dakota State University: For TWC, ArCTIC:

Dr. José-Marie Griffiths Mr. Steven D. Rehn, SES President, Dakota State University Director, ARCYBER TWC

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# PURPOSE OF THIS EDUCATIONAL PARTNERSHIP AGREEMENT

* 1. This is an educational partnership agreement (EPA) between U.S. Army Cyber Command (ARCYBER) Technical Warfare Center’s (TWC’s) Technology & Innovation Center (ArCTIC) and Dakota State University. For purposes of this EPA, ArCTIC and Dakota State University are referred to as the “Parties.”
  2. The purpose of this EPA is to promote joint research, collaboration, educational programs, and professional projects for the Parties’ mutual advantage and to forge a cooperative relationship to further the educational, research, and service missions of each Party. This EPA documents the intent of the Parties.

# BACKGROUND, AUTHORITY, AND DEFINITIONS

* 1. ArCTIC is an Army Technology Transfer Program (ATTP)-approved laboratory responsible for cyber-peculiar advanced research, prototype development, technology transfer (T2), and pilot capability assessments that accelerate cyber capability development and satisfy ARCYBER operational requirements for time- sensitive operations. These activities are conducted through ARCYBER’s innovation hub - a multi-role, multi-classification facility in the Augusta, GA area that is easily accessible to industry, academia, government, and non-government entities.
  2. Dakota State University is a public university located in Madison, South Dakota, that is a leading special-focus Science, Technology, Engineering and Mathematics (STEM) institution, whose faculty, staff, and students are engaged in efforts for the development, application, implications, and impacts of computing, information technologies and cyber security in all areas of human endeavor, making Dakota State University well-renowned for its excellence in cyber education, extensive government research collaborations, and secure classified facilities. Dakota Estate University is one of 10 universities in the nation with three designations as Centers of Academic Excellence from the U.S. National Security Agency and U.S. Department of Homeland Security and is home to the cyber research and development hub, Madison Cyber Labs (MadLabs®). The university offers undergraduate, graduate, and doctoral programs in various disciplines, with an emphasis on preparing students for careers in technology, business, and education.
  3. Authority: ArCTIC’s T2 authority was delegated by the Deputy Assistant Secretary of the Army (Research and Technology) (DASA(R&T)) in February 2021, and is pursuant to Title 15, United States Code, Chapter 63, titled Technology Innovation and Army Regulation 70-57, Army Technology Transfer, dated 12 June 2018. ArCTIC is able to enter into this educational partnership by 10 U.S. Code § 2194 – Education partnerships.
  4. Definitions:
     1. The terms “Party” and “Parties” as used herein shall refer to Dakota State University and ARCYBER TWC’s ArCTIC.

* + 1. The terms "agreement", "educational partnership agreement", and "EPA" as used herein shall be used interchangeably and shall mean "educational partnership agreement" between the parties hereto.
    2. The term “private entity'' means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes any nonprofit organization, nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    3. "Proprietary information" means all information designated as proprietary in accordance with law and regulation and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, or computer software, and may appear in cost and pricing data or involve technology information. In order to be treated as proprietary under the terms of this agreement the information must be marked indicating it is proprietary or has limited distribution. Failure to mark will waive any claim of protection as proprietary information.

# AGREEMENT ACTIVITIES

* 1. ArCTIC intends to:
     1. Provide Dakota State University researchers and faculty access to ARCYBER data and systems as appropriate and authorized for cyber-peculiar science and technology research. Access to controlled unclassified information (CUI) and classified information and/or systems will be strictly governed by applicable laws and regulations.
     2. Identify ArCTIC research efforts that are of mutual interest with Dakota State University and collaborate with Dakota State University faculty and research staff under the appropriate mechanisms.
     3. Promote and facilitate access to information for ArCTIC employees regarding research opportunities through Dakota State University.
     4. Provide qualified ArCTIC employees with opportunities to participate in Dakota State University sponsored research.
     5. Involve faculty, research staff, and students of DSU in defense laboratory projects, including research and technology transfer and transition projects.
  2. Dakota State University intends to:

* + 1. Identify opportunities for ArCTIC employees to participate in research programs at Dakota State University through appropriate arrangements.
    2. Enhance the academic and research focus of ArCTIC by facilitating the involvement of ArCTIC employees in Dakota State University activities such as mentoring students, reviewing research materials, and participating in laboratory sessions and site visits.
    3. Facilitate access to Dakota State University faculty and research staff to suggest thesis and dissertation topics and to participate in knowledge sharing briefings and events.
  1. Both parties intend to:
     1. Identify research programs of mutual interest, to include areas of priority interest and potential sources of funding.
     2. Seek opportunities to jointly submit research proposals as Co- Investigators.
     3. Collaborate on identifying thesis and dissertation topics for both Parties.
     4. Facilitate access to and use of each Party’s unique laboratories and facilities.
     5. Share publications of studies, evaluations, and lessons learned, when appropriate.
     6. Participate in conferences, symposia, courses, workshops, exhibitions, and other joint meetings of mutual benefit.
     7. Exchange technical data and information through the appropriate mechanism.

# PERSONNEL

* 1. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

# GENERAL PROVISIONS

* 1. Funds and manpower: This EPA does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.
  2. Modification of this EPA: This EPA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This EPA will be reviewed annually on or around the anniversary of its effective date.
  3. Termination of EPA: This EPA may be terminated in writing by either Party with 30-day notice.
  4. Transferability: This agreement is not transferable except with the written consent of the Parties.
  5. Effective Date: This EPA takes effect beginning the day after the last Party signs.
  6. Expiration Date: This EPA expires in 5 years from the date of last signature.

# PROTECTION OF PROPRIETARY INFORMATION

* 1. The Parties may gain access to proprietary information during the performance of the activities identified in this EPA. The Parties agree to enter into agreements, as appropriate, with any such company to a) protect the company's proprietary information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and b) refrain from using the information for any purpose other than for which it was furnished. For information purposes the Agreements Officer may request, and the Parties shall furnish copies of these agreements. These agreements are not intended to protect information which is furnished voluntarily without restriction, or which is available to the Government or a Contractor from other sources without restriction.

# FOREIGN NATIONALS

* 1. For purposes of this EPA, foreign nationals are all persons not citizens of, not nationals of, nor immigrant aliens to, the United States of America. Nothing in this section is intended to waive any requirements imposed by any other U.S. Government agency with respect to employment of foreign nationals or export control.
  2. The Parties acknowledge that the technical data generated under this EPA may be subject to export control, including disclosure to foreign nationals, whether such data is provided orally or in written form. Each Party agrees to obtain written approval from the other before assigning any foreign national to perform work under this EPA or before granting foreign nationals access to data related to this EPA, whether such data is provided by the Government or generated under this EPA.

# PROJECT ROLES AND STAKEHOLDERS

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| --- | --- |
| **Role** | **Stakeholder** |
| ArCTIC Program Manager | Ms. Jeralene Bennett |
| ARCYBER Technical Lead | Mr. Mark “Al” Mollenkopf |
| ARCYBER DevSecOps Lead | LTC Robert Collier |
| DSU Program Manager | Mr. Joel Wohnoutka |

Philip T. Alcorn Director

Army Cyber Technology and Innovation Center