

# Start2<sup>®</sup> Group

STRIDE Ventures  
AI EFFICIENCY Challenge  
PARTICIPATION AGREEMENT – including Annexes A (Proposal), B (Milestones and Payments) and C (NDA)

**Start2 Group, Inc.**  
("Start2 Group")

And

**XXXX**  
("Participant")

*Start2 Group and Participant are jointly referred to as the "Parties" in this Agreement.*

## 1. PARTICIPATION

- 1.1. The Participant agrees to take part in a research and development challenge (“Challenge”) according to the terms of this Agreement.
- 1.2. The Participant was selected for the Challenge based upon its submission and pitch in response to the AI Efficiency Challenge (“Proposal” attached as Annex A).

## 2. LIMITATIONS ON FOREIGN INVOLVEMENT AND TERRORISM

- 2.1. The Participant agrees to comply with all applicable laws regarding export controls.
- 2.2. Foreign Entities of Concern
  - 2.2.1. In compliance with CHIPS and Science Act of 2022, Section 10636 (person or entity of concern prohibition) (42 USC 19235) and Section 10632 (malign foreign talent program prohibition) (42 USC 19232), the following are not eligible to serve as Participants or otherwise under this Agreement:
    - 2.2.1.1. Organizations on the Department of Commerce's Bureau of Industry and Security (BIS) Entity List;
    - 2.2.1.2. Any entity identified under section 1260h of the William M. (Mac) Thornberry National Defense Authorization Act (NDAA) for FY 2021 (10 U.S.C. 113 note; Public Law 116-283). The most recent list of entities may be found [here](#);
    - 2.2.1.3. Any "foreign entities of concern" as defined in section 10638(3) of the CHIPS and Science Act of 2022, which includes, among others, entities owned by, controlled by, or subject to the jurisdiction or direction of the government of the Democratic People's Republic of North Korea, the People's Republic of China, the Russian Federation, or the Islamic Republic of Iran; and
    - 2.2.1.4. Individuals who are a party to a Malign Foreign Talent Recruitment Program. The CHIPS and Science Act of 2022 defines a Malign Foreign Talent Recruitment Program as any program, position, or activity that is sponsored by a foreign country of concern that includes compensation in exchange for activities that may violate research security regulations. See full definition of a Malign Foreign Talent Recruitment Program [here](#).
- 2.3. Prohibition on Certain Services, Equipment, and Entities.
  - 2.3.1. Federal Acquisition Regulation (FAR) 52.204-25, Prohibition on Contract for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) is hereby incorporated by reference into this Agreement.

2.3.2. Federal Acquisition Regulation (FAR) 52.204-26 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020) is hereby incorporated by reference into this Agreement.

2.3.3. Federal Acquisition Regulation (FAR) 52.204-27 Prohibition on Bytedance Covered Application (June 2023) is hereby incorporated by reference into this Agreement.

2.4. Fraud, Waste and Abuse. Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in this Agreement or the Start2 Group program is encouraged to report such matters to the NSF OIG at [oig@nsf.gov](mailto:oig@nsf.gov).

2.5. Anti-Terrorism. The Participant acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Start2 Group to ensure compliance with these Executive Orders and Laws.

### 3. INDEPENDENT PARTY STATUS

3.1. Nothing in this Agreement is intended to or creates or evidences any employment or co - or joint - employment relationship between Start2 Group and the Participant.

3.2. Start2 Group retains only a broad and general power of guidance as to the performance of the Services to or by the Participant.

3.3. This Agreement is not a procurement contract, grant, or cooperative agreement. The Federal Acquisition Regulation (FAR), and the National Science Foundation procurement contract regulations and policies do not apply to this Agreement.

3.4. During the term of this Agreement Start2 Group is the sole intermediary between the Participant and the National Science Foundation (“NSF”).

3.5. Following the termination of this Agreement the Participant may have certain continued responsibilities or contacts with NSF or other portions of the Government.

### 4. DEFINITIONS

4.1.1. When used in this Agreement, the following terms, whether used in singular or plural, shall have the meaning set forth herein:

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

**Know-How** includes information, practical knowledge, techniques, and skill development by the Participant in the performance of work under this Agreement necessary for the Practical Application of Subject Invention. Know-How does not include patents or patent applications.

**NSF** means the U.S. National Science Foundation, an independent federal agency that supports science and engineering in all 50 states and U.S. territories.

NSF was established in 1950 by Congress to:

- **Promote** the progress of science.
- **Advance** the national health, prosperity and welfare.
- **Secure** the national defense.

**Intellectual Property** - means all patent rights (including but not limited to continuations, divisional, or continuations-in-part), inventions (whether or not patentable), trademarks, copyrights, design rights in and to databases, trade secrets and confidentiality rights, Know-How, and any other forms of protection which have an equivalent or similar effect and which now or may exist anywhere in the world.

**Intellectual Property Rights (IPRs)** means all: intellectual Property conceived or first actually reduced to practice in the performance of work under this Agreement.

- (i.) Data – all tangible or intangible information, such as but not limited to source code, data, inventions, or knowledge, developed or generated under this Agreement, regardless of form.
- (ii.) Pre-existing Rights/Background Rights – any Data or Intellectual Property conceived or first actually reduced to by the Participant prior to the signing of this Agreement, identified as such in Exhibit A to Annex C (NDA) to this Agreement, and certified by the Participant as essential for the use of the Data and/or IPRs.

## 5. SCOPE OF WORK

Purpose. The purpose of the AI Efficiency Challenge is to support the Participant in the development and at-scale deployment of innovative technologies that improve the efficiency of AI systems. The Participant will develop, deploy, and quantitatively validate specific technologies. Participants should have progressed from concept to evidence-based demonstration and an initial deployment. The aim is to prove, based on robust metrics, that the proposed method can achieve significant efficiency gains in a real world, large-scale setting. Success criteria could include metrics such as: GigaWatt-Hours per year saved by the new technology; reductions

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AIEC Participant Agreement

in annual capital expenditures; increases in the effective training and/or inference capacity of a given physical infrastructure, etc. The specific criteria to be used in this project will be informed by the Participant's proposal and refined and mutually agreed to by Start2 Group and the Participant within the first two months of the project. The project success criteria will typically be framed as comparisons to a baseline measurement made at the start of the project.

- 5.1. (Bi)Weekly Regularly Scheduled Coaching. The Participant shall attend virtual meetings with Start2 Group and NSF personnel that will be conducted weekly, or at some other regular cadence as mutually agreed by all Parties. These meetings are expected to be approximately one hour depending on amount of time needed to discuss updates and progress, review successes and problems, etc. Start2 Group will schedule and organize these meetings and develop and provide briefing materials as appropriate. Topics covered in these bi-weekly meetings will include but not be limited to development roadmap and status updates, deployment plans and status updates, and commercialization status (including business development, partnerships, and/or fundraising). Topics may also include compliance-related matters such as IP status and filings, foreign ownership, purchases from foreign entities, material transfers (e.g., of test datasets and software artifacts), security breaches, and project de-risking and troubleshooting. Additional topics will be based on Start2 Group's and the Participants' questions.
- 5.2. Quarterly Mentor Meetings. On or before ninety (90) calendar days after the effective date of the Agreement and quarterly thereafter throughout the term of the Agreement, the Participant will attend in-person quarterly mentor meetings. These meetings are anticipated to last 2 days and will be focused on supporting the Participant's progress towards achieving their milestones, as well as activities promoting leadership development and cohesion amongst the Participant cohort.
- 5.3. Quarterly Reports. On or before ninety (90) calendar days after the effective date of the Agreement and quarterly thereafter throughout the term of the Agreement, the Participant shall submit or otherwise provide a written quarterly report. One (1) copy shall be submitted or otherwise provided to Start2 Group. The report will have two (2) major sections.
  - 5.3.1. Technical and Deployment Status Report. The technical status report will detail technical progress to date including any development, deliverables, deployments, and/or other progress towards major milestones, as well as any complications, problems, setbacks, and/or issues related to the effort and how these will be addressed by the Participant so as to place the effort back on a trajectory of an eventual successful effort. When appropriate, the report should include updated measurements of efficiency gains using the metrics

STRIDE Ventures  
AIEC Participant Agreement

that have been agreed. The report shall also contain updates on commercialization status, IPR, etc. The reports should focus on only important topics and issues and not contain superfluous text.

- 5.3.2. Business Status Report. The business status report shall provide summarized details of the resource status of this Agreement, inclusive of a summary and accountability of the funds expended during performance of the Agreement.
- 5.4. Annual Project Plan Document. The Participant shall provide to Start2 Group one (1) copy of a Project Plan report at the commencement of Stage 1. The Project Plan will contain a comprehensive overview of how the funds awarded through the AI Efficiency Challenge will be used by the Participant throughout the entire Challenge. The Participant shall provide an updated Project Plan to Start2 Group by the end of Stage 2. A complete list of IPR and Background IPR will be provided in each submitted Project Plan.
- 5.5. Ad Hoc Reports. The Participant shall provide to Start2 Group one (1) copy each of ad hoc reports on significant events such as significant milestones, completion of deliverables and/or other noteworthy accomplishments or setbacks by Participant.
- 5.6. Final Report. The Participant shall provide a Final Report making full disclosure of all major developments or within sixty (60) calendar days of termination of this Agreement. One (1) copy shall be submitted or otherwise provided to Start2 Group. The report will contain (i) crisp high-level comments on whether the objective described in the application for the stage has been achieved (ii) an overall description of the work performed and a summary of the results, including topics such as: improvements in efficiency metrics; the at-scale deployments undertaken and their impact on end users; and follow-on plans for further deployments and/or dissemination of the technologies that have been created (iii) the intellectual property developed (know how, data, inventions, etc.), and number of jobs created, amount and type of follow-on funding, list of publications, if applicable, and if any new entities were created or any new startups that were launched.
- 5.7. Start2 Group Commitments. Start2 Group, Inc. commits to providing the Participant with payments on completion of agreed milestones per Section 6.3. Additionally, Start2 Group commits to providing Participant with mentoring to help achieve the development milestones and de-risk the project in general. Start2 Group cannot guarantee any current or future specific outcome or benefits as a result of the mentoring, and how Participant uses or relies on the information presented and discussed is up to the Participant. Nothing in this Agreement shall create an agency or employee relationship between the Government and Participant, agent or employee of the Participant, or any other person, organization, institution, or group of any kind whatsoever. The Participant agrees that it has entered into this Agreement

and will discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent Participant without creating liability on the part of the Government for the acts of the Participant or its employees.

## **6. THE CHALLENGE and PAYMENT**

- 6.1. As described in the Proposal in Annex A, the Participant shall develop an evidence-based concept that measurably and significantly improves the efficiency of AI systems; and will demonstrate those improvements through a series of at-scale deployments.
- 6.2. Stage 1 of the AI Efficiency Challenge begins September 1, 2026, and Stage 3 (the final stage) is projected to end September 1, 2028
- 6.3. Total payment to each Participant is up to \$3,500,000, paid in a series of milestone-based payments based on the attainment of milestones and submission of deliverables in accordance with the schedule of milestones and deliverables in Annex B (Milestones and Payments).
- 6.4. No additional funds will be provided under this Agreement, regardless of costs incurred by Participant.
- 6.5. The Participant agrees to keep proper financial records of its activities under this Agreement for the duration of the Agreement and for five (5) years thereafter, and to make those records available to Start2 Group for inspection upon request.
- 6.6. Progress will be formally reviewed at the end of the first year (or half-year, in the case of Fast Track projects) and this agreement may be terminated by Start2 Group at that time if progress is not consistent with the Project Plan.

## **7. INTELLECTUAL PROPERTY**

- 7.1. General. Except as otherwise provided in this section, the Participant may retain the entire right, title, and interest throughout the world to any invention conceived or first actually reduced to practice by the Participant in the conduct of work under this Agreement (a "Subject Invention"), consistent with applicable law (e.g. title 35 of the U.S. Code).
- 7.2. Disclosure of Subject Inventions. The Participant will disclose to Start2 Group details on any Subject Invention as part of regular reporting on progress towards program goals and technical milestones.
- 7.3. Government Purpose License Rights. With respect to any Subject Invention, the Federal Government shall retain, only in situations of national interest, such as where national health, safety, environment or security may be affected, a

STRIDE Ventures  
AIEC Participant Agreement

nonexclusive, nontransferable, irrevocable, paid-up license to practice (use) or have practiced (used) for or on behalf of the United States the Subject Invention throughout the world for government purposes only.

- 7.4. Government Support Clause. The Participant will include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement: *“This invention was made with Government support from the National Science Foundation. The Government has certain rights in this invention.”*
- 7.5. Preference for U.S. Industry. The Participant will endeavor to ensure that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees to make reasonable efforts to manufacture substantially in the United States any products embodying the subject invention or produced through the use of the subject invention.
- 7.6. Background IPR. Participation in activities by the Participant under this Agreement does not, on its own, grant any rights, title, or interests to the Federal Government in or to any Background IPR. To the extent any such Background IPR is necessary for the Federal Government to exercise its rights under this section, the Participant shall license such Background IPR to the Federal Government on reasonable terms.
- 7.7. Data Rights. Any proprietary data shall be properly marked to clearly indicate the proprietary nature of the Data by marking each page in at least 18 characters point with the words “Confidential [name of participant]”. Public disclosure of potentially proprietary Data delivered under this Agreement shall be agreed to by the parties, and will be withheld by Start2 Group consistent with the law (e.g., 18 U.S.C. §1905; 5 U.S.C. §552(b)) to protect properly marked information (such as trade secrets and commercial or financial information and privileged or confidential information, or Data relating to an invention or software).
- 7.8. All information obtained from the Federal Government during the performance of this Agreement shall belong to the Federal Government and be returned at the conclusion of the Term.

## **8. PARTICIPANT RIGHTS AND OBLIGATIONS**

- 8.1. Cooperation. The Participant shall provide any information requested by Start2 Group regarding the execution of this Agreement.
- 8.2. No Guarantees. Start2 Group does not guarantee any present or future business outcome resulting from this Agreement.
- 8.2.1. The Participant uses the information provided under this Agreement by Start2 Group at its own risk.

STRIDE Ventures  
AIEC Participant Agreement

- 8.3. Force Majeure. The Parties are not liable for direct or consequential damages for failure, omission or delay in performing any obligation under this Agreement if such failure, omission or delay arises from circumstances beyond the control of either party (“Force Majeure Event”). Such Force Majeure Events include but are not limited to acts: acts of God; of a foreign or domestic government, government agency, government official, government instrumentality or government-like entity in any capacity acting within its sovereign capacity or otherwise; government shutdown, government defunding of agency, executive order, war, invasion, terrorism, insurrection, rebellion, civil disorder, riot or civil commotion, embargo, fire, earthquake, storm, flood, epidemic, pandemic, industrial action, strike or labor disturbance, accident, court order or any other cause which is beyond the control of either party. Each party has the obligation to, in good faith, mitigate the effects of the Force Majeure Event.
- 8.4 By accepting the role of a Participant, you agree to assume any and all risks and waive claims against the Federal Government or Start2 Group, except in the case of willful misconduct, for any injury, death, damage, loss of property, revenue or profits, whether direct, indirect, or consequential, arising from its acting under this Agreement whether the injury, death, damage or loss arises through negligence or otherwise.
- 8.5 Start2 Group shall not be responsible for or liable for any losses, damages, or injuries of any kind (including death) resulting from acting under this Agreement.
- 8.6 Participant shall indemnify, defend and hold harmless Start2 Group from and against all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to, or arising from Participant’s acting under this Agreement.
- 8.7 Travel. Start2 Group is not liable for damages associated with travel and accommodation during Participant’s participation under this Agreement.
- 8.8 Insurance. The Participant shall maintain at least general liability insurance coverage in amounts customary and reasonable for the work conducted by the Participant and with at least a single incident coverage limit of no less than \$1,000,000. The Participant shall provide evidence of insurance to Start2 Group.
- 8.9 Compliance with Applicable Laws. The Participant shall comply with all applicable federal, state, and local laws.

**9. CYBER INCIDENT AND BUY AMERICAN REQUIREMENTS**

9.1. Cyber Incident Mitigation and Reporting. Upon discovery of a cyber incident of any kind material to Participant's activity under this Agreement, the Participant shall take immediate steps to mitigate any further loss or compromise. The Participant shall promptly report the incident to Start2 and provide sufficient details of the event including identification of detected and isolated malicious software—to enable Start2 to assess the situation and provide feedback to the Participant regarding further reporting and potential mitigation actions. The Participant shall preserve and protect images of all known affected information systems and all relevant monitoring/packet capture data for at least 90 days from reporting the cyber incident to enable Start2 to assess the cyber incident. The Participant agrees to promptly implement security measures as recommended by Start2 and to provide to Start2 any additionally requested information to help resolve the cyber incident and to prevent future cyber incidents.

9.2. Buy American. Participant shall comply with the following Buy American requirements:

9.2.1. Domestic Firm means a business entity which is organized under the laws of the United States or the laws of a State, district, commonwealth, territory, or possession of the United States, and which conducts business operations in the United States; and

9.2.2. Foreign Firm means a business entity not described in (c).

9.2.3. In accordance with 41 U.S.C. 1870a, the Participant shall to the maximum extent practicable and consistent with current law, award to domestic firms any contracts for the purchase of goods and services intended for direct use by the Participant in performing under this Agreement.

## **10. TERM AND TERMINATION**

This Agreement begins when the Participant is notified of the award and ends two years after the end of the Challenge, unless the award is designated a Fast Track award, in which case it will end one year after the end of the Challenge.

10.1. Start2 Group may at its discretion terminate this Agreement, or any subcontract executed under this Agreement, or any part hereof, if the Participant violates any term of this agreement at any time, or if Start2 Group have reasonable cause to believe the Participant has violated any term of this agreement at any time.

10.2. Grounds for Termination. Start2 Group may terminate this Agreement, in whole or in part, upon written notice if the Participant fails to comply with program requirements, law, regulation or Start2 Group policy. Grounds for termination include, without limitation: (i) failure to attend required coaching meetings or

quarterly mentor meetings; (ii) failure to submit required reports in a timely and complete manner; (iii) providing false, misleading, or incomplete information; (iv) omission of material information; (v) lack of demonstrated commitment to program activities; personal or organizational conflict of interest or (vi) misuse or improper expenditure of program funds. Upon termination, the Participant shall fulfill all close-out obligations, including submission of a Final Report within sixty (60) days and returning any unspent funds as directed.

10.3. Withdrawal of the Participant. The Participant may withdraw from the AI Efficiency Challenge upon fifteen (15) days written notice to Start2 Group. In the event of withdrawal, the Participant shall complete required close-out activities, including submission of a Final Report within sixty (60) days and return of any unspent funds as directed by Start2 Group. Upon withdrawal, the Participant's eligibility for further payments, mentoring, and advancement in the AI Efficiency Challenge shall immediately cease, and all obligations that reasonably survive withdrawal shall remain in effect.

10.4. Survival. Upon termination of this Agreement, neither the Participant nor Start2 Group shall have any further obligations under this Agreement, except that Sections (e.g. 1; 2; 3; 4; 6; 7; 8; 9; 10; 11; 12) survive termination of this Agreement and any liabilities accrued through the date of termination and such other provisions as are stated to survive in Annex B (Non-Disclosure Agreement).

## **11. CONFLICTS OF INTEREST**

a. If the Participant identifies an actual or potential organizational conflict of interest (as defined in the FAR Subpart 9.5) that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Start2 Group shall make a prompt and full disclosure in writing to NSF. This disclosure shall include a description of the action Start2 Group has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award or that may have arisen post-award.

## **12. OTHER PROVISIONS**

12.1. Notice. All notices hereunder shall be in writing and shall be given to the other at the email addresses set forth below with a physical copy delivered by express (e.g., DHL, Federal Express or the equivalent) to the physical address indicated below or at such other address as either may specify in writing to the other. All notices shall be effective when actually received by the other party by email.

STRIDE Ventures  
AIEC Participant Agreement

If to Start2 Group:

Annika Pierson, CEO  
Start2 Group, Inc.  
1 Broadway, 14<sup>th</sup> Floor  
Cambridge, MA 02142  
USA

Email: [legal.americas@start2.group](mailto:legal.americas@start2.group) and [contracts.americas@start2.group](mailto:contracts.americas@start2.group)

If to the Participant:

With a copy to:

Email:

12.2. Entire Agreement. This Agreement with its Annexes constitute the entire agreement of the Parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between Start2 Group and the Participant.

12.2.1. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, will constitute a single instrument.

12.2.2. Amendments. This Agreement may be amended or extended only by a writing signed by both Parties.

12.3. Dispute Resolution. The Parties agree that any dispute regarding any issue respecting this Agreement the Parties shall communicate with one another in good faith and in a timely and cooperative manner.

12.3.1. Dispute Resolution Procedures. Any dispute regarding any issue respecting this agreement shall be resolved as follows: Within 10 days of receipt of a written, detailed description of the dispute, a good faith, face-to-face negotiation shall take place between representatives with actual authority to settle the dispute. If the negotiation does not resolve the dispute within 20 days of the written notice, the dispute shall be resolved by an arbitration:

12.3.1.1. Conducted under the American Arbitration Association rules.

12.3.1.2. Within 10 business days of the filing of a notice of arbitration by either side.

12.3.1.3. No discovery shall occur.

12.3.1.4. One arbitrator shall be chosen by the American Arbitration Association if the parties cannot agree upon an arbitrator within 5 business days of the filing of the notice of arbitration.

STRIDE Ventures  
AIEC Participant Agreement

- 12.3.1.5. The hearing shall last no more than two 7-hour days.
- 12.3.1.6. The arbitrator's decision without explanation shall be announced within 5 business days of the hearing.
- 12.3.1.7. The prevailing party shall be awarded its actual, reasonable costs and attorneys' fees of no more than \$100,000 USD.
- 12.3.1.8. The arbitrator or any court, tribunal or other body in any jurisdiction shall award the prevailing party the actual reasonable costs and attorneys' fees of enforcement of the award.
- 12.3.1.9. No post-arbitration proceeding of any kind is permitted in any form except for enforcement of the award by the prevailing party. If a non-permitted post-arbitration proceeding is commenced the actual reasonable costs and attorneys' fees of the non-commencing party by the commencing party and a reasonable estimate of such fees shall be paid at least three days prior to the filing of the non-permitted post-arbitration proceeding. The Parties agree that failure of the commencing party to pay the estimate on time shall result in the dismissal of such proceeding with costs and attorneys' fees awarded to the non-commencing party.
- 12.3.1.10. The arbitrator's award shall be fully enforceable in all respects in any court, tribunal or other body in any jurisdiction.
- 12.4. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the Commonwealth of Massachusetts without regard to any choice of law principles that would dictate the application of the law of another jurisdiction.
- 12.5. Consent to Jurisdiction and Venue. The Parties to this Agreement hereby irrevocably consent and submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts in Middlesex County or Suffolk County.
- 12.6. Severability/Waiver. If any clause, term or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other clause, term or provision hereof. Failure of either party at any time to enforce any of the provisions of this Agreement shall not be deemed to be a waiver of such or any other provision hereof.
- 12.7. Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by the Participant without the prior written consent of the other.
- 12.8. Flow Down. The Participant shall include the following sections of this Agreement in agreements with any subcontractor acting in support of this Agreement: 2. (Limitation on Foreign Involvement), 4. (Definitions), 7. (Intellectual Property), 8.3. -

STRIDE Ventures  
AIEC Participant Agreement

8.6, (Participant Rights and Obligations), 8.9 (Compliance with Laws), 9. Cyber Incident Reporting), 9.2 (Buy American), 11. (Conflicts of Interest), 12.3 (Dispute Resolution), 12.4 (Applicable Law), and 12.5 (Consent to Jurisdiction and Venue).

12.9. Incorporation by References. The following United States statutes, rules, regulations, and policies are incorporated by reference as though set out fully in this Agreement:

18 USC 208

18 USC 1001

18 USC 1905

29 USC 794

41 USC 1870a

42 USC 6101

42 USC 2000d et seq.

42 USC 10638(3)

42 USC 19232

42 USC 19235

42 USC 10632

5 CFR 2035 Sec 502

FAR 52.204-25

FAR 52.204-27

FAR 52.227-14

NSF Brand Standards-Policies| NSF-National Science Foundation

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L.105-220)

National Science Foundation Act of 1950

Privacy Act of 1974

Equal Employment Opportunity (E.O. 11246)

NSF website Home/Research Security

NSF website Home/Research Security/Person or Entity of Concern Prohibition

STRIDE Ventures  
AIEC Participant Agreement

Participant and the undersigned understand that the information submitted may be given upon appropriate request or subpoena to Federal, State or local agencies for determining violations of law and other purposes.

I am the Participant or an officer of the entity authorized to represent it and authorized on its behalf. I certify on my own behalf and on behalf of the participant that the information provided here and that all other information submitted in connection by Participant is true and correct as of the date of submission. I acknowledge that any intentional or negligent misrepresentation of the information submitted by Participant may result in criminal, civil, or administrative sanctions.

Read, Understood and Agreed:

**Participant:**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted: Start2 Group, Inc.**

By: \_\_\_\_\_

Annika Pierson, CEO

Date: \_\_\_\_\_