

BUSINESS PROPOSAL

Revealing the innovations
others cannot

INSIDE ADVANCED TECHNOLOGY PRODUCTS

Pricing, Deliverables and Authorization

PRODUCT	START DATE	TERM (MONTHS)	EXPECTED DELIVERY DATE	LIST PRICE
([REDACTED UNDER FOIA EXEMPTION])			[REDACTED UNDER FOIA EXEMPTION]	[REDACTED UNDER FOIA EXEMPTION]
[REDACTED UNDER FOIA EXEMPTION] ()			[REDACTED UNDER FOIA EXEMPTION]	[REDACTED UNDER FOIA EXEMPTION]
[REDACTED UNDER FOIA EXEMPTION] ()			[REDACTED UNDER FOIA EXEMPTION]	[REDACTED UNDER FOIA EXEMPTION]
TOTAL				USD \$105,000

NOTES
TechInsights will invoice each project upon completion and delivery, as individual milestones (as indicated in the above table)

I have read and understand the terms and conditions contained herein, and by signing below indicate my agreement with such. This approved proposal will serve as the agreement (“the Agreement”) between TechInsights and **Defense Science and Technology Laboratory** (“Company”), unless an alternative agreement is signed by TechInsights and **Defense Science and Technology Laboratory**

IN WITNESS WHEREOF, the parties’ authorized signatories have duly executed this Agreement as of the Effective Date:

Defense Science and Technology Laboratory

By: [REDACTED UNDER FOIA EXEMPTION]

Print name [REDACTED UNDER FOIA EXEMPTION]

Title [REDACTED UNDER FOIA EXEMPTION]

Date: [REDACTED UNDER FOIA EXEMPTION]

P.O. # (if required): [REDACTED UNDER FOIA EXEMPTION]

Billing and Shipping Information

BILL TO: #		SHIP TO:	
Client:	DSTL	Client:	DSTL
Department:		Department:	
Full name:	[REDACTED UNDER FOIA EXEMPTION]	Full name:	[REDACTED UNDER FOIA EXEMPTION]
Address:	[REDACTED UNDER FOIA EXEMPTION]	Address:	[REDACTED UNDER FOIA EXEMPTION]



MOD Terms and Conditions for Contracting for Innovation – Core Terms

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Control means the power of a person to secure that the affairs of the Contractor (or Subcontractor) are conducted in accordance with the wishes of that person by the means of holding shares, or possession of voting powers in, or in relation to the Contractor; or by virtue of any powers conferred by the constitutional or corporate documents, or by any other document regulating the Contractor (or Subcontractor, as the case may be); and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, schedules, specifications, plans, drawings, and other documentation, expressly made part of the agreement in accordance with Clause 2.b;

Contract Price means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;

Contractor means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Commercially Sensitive Information means the information listed as such in Schedule 5 (Contractor's Commercially Sensitive Information Form), which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of

requirements. **Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Legislation means, in relation to the United Kingdom, any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Subcontractor means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract; and

Quality Assurance Requirements means those requirements specified in Schedule 3 – Contract Data Sheet.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not
- b. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) these terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- c. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- d. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- e. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- f. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.f and for enforcement of any judgement, order or award given under English jurisdiction.
- g. This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.
- h. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.
- i. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 2.i the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.
- j. The Authority shall have the right to terminate the Contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

3 Amendments to Contract

- a. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties
- b. Without prejudice to Clause 3.a, where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply.
- c. All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's representative (Commercial), and agreed by both Parties.
- d. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with Clause 3.a above has been issued.

4 Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

(1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

(2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 6, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority

shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Disclosure of Information

- a. Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (ISC) and Clause 5.

7 Publicity and Communications with the Media

- a. The Contractor shall not, and shall ensure that any employee or Subcontractor shall not, communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

8 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

9 Change of Control of Contractor

- a. The Contractor shall notify the representative of the Authority at the address given in Clause 9.b, as soon as practicable, in writing of any intended, planned or actual change of Control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any Notice which is unlawful or is in breach of either any pre-existing nondisclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a Notice.
- b. Each Notice of change of Control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to: Mergers & Acquisitions Section
- c. [REDACTED UNDER FOIA EXEMPTION]

and emailed to: [REDACTED UNDER FOIA EXEMPTION]

The representative of the Authority shall consider the Notice of change of Control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Effective Date of Contract

- d. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 9.a. The Authority shall act reasonably in exercising its right of termination under this condition.
- e. If the Authority exercises its right to terminate in accordance with clause 9.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 9.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.
- f. Notification by the Contractor of any intended, planned or actual change of Control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

10 Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

11 Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall supply the Contractor Deliverables to the Authority at the Contract Price. Unless otherwise stated in Schedule 3, the Contract Price shall be a Firm Price.
- b. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with Schedule 2;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- c. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

12 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 12.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

13 Third Party Intellectual Property

- a. Claims, liabilities and indemnities in respect of infringements or alleged infringements of third party intellectual property rights shall be handled in accordance with the provisions of DEFCON 632 (Edn 08/12).
- b. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 14.b the Contractor will be required to register their details (supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with Clause 14.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

- d. Where the Authority fails to comply with Clause 14.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 14.c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract, he shall cause a term to be included in such Subcontract:
- (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with Clause 15.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of Clause 15.b(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as Clauses 15.b(1) to 15.b(4).

16 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings related to the arbitration or otherwise. No report relating to the same shall be made beyond the tribunal, the Parties, their legal representative and any person necessary to the conduct of the arbitration, without the concurrence of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees):
- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a Subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

- c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18 Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least 20 (twenty) business days written notice (or such other period as may be stated Schedule 3 – Contract Data Sheet).
- b. Subject to Clause 18.d, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor, subject to:
 - (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part thereof.
- c. The Contractor shall include in any Subcontract over £250,000 which it may enter into for the purpose of the Contract the right to terminate the Subcontract under the terms of Clauses 18.a to 18.b except that:
 - (1) the notice period for termination shall be as specified in the Subcontract, or if no period is specified 20 (twenty) business days; and
 - (2) the Contractor's right to terminate shall be restricted by including the following additional clause "Provided that this right is not exercised unless the main contract, or relevant part, has been terminated by the Secretary of State for Defence in accordance with the provisions of Clause 18".
- d. The Authority's total liability under the provisions of this Clause shall be limited to the total price of the Contractor Deliverables payable under the Contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

19 Contractor's Records

- a. The Contractor and its Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
 - (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under Clause 19.a, and subject to the provisions of Clause 6, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
 - (1) the end of the Contract term;
 - (2) the termination of the Contract; or
 - (3) the final payment, whichever occurs latest.

20 Goods Specific Conditions a. Supply of Data for Hazardous Contractor Deliverables

- (1) The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 20.a(1). Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
 - (a) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (b) the International Maritime Dangerous Goods (IMDG) Code;
 - (c) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (d) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- (2) Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- (3) As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
 - (a) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

- (b) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 20.a(4) which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- (4) Safety Data Sheets if required under Clause 20.a(3) shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain: (a) Information required by the extant Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (b) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
 - (c) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- (5) The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 20.a(4) for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- (6) Nothing in this Clause 20.a reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- (7) Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation Supplier Manual. **b. Marking**

of Contractor Deliverables

- (1) Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the Contract.. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2.
- (2) Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- (3) The marking shall include any serial numbers allocated to the Contractor Deliverable.
- (4) Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 20.c (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

c. Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

- (1) The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

21 Project Specific Conditions

22 Project Specific DEFCONs

DEFCON705 - 06/21 - Intellectual Property Rights - Research And Technology

DEFCON524 - 02/20 – Rejection

DEFCON525 – 10/98 – Acceptance

23 Additional Terms

For areas not covered within the Contract, TechInsights Inc.'s "Terms and Conditions – Custom Analysis" (attached hereto as Schedule A) terms shall apply. In the event of a conflict or inconsistency between the Contract and Schedule A, the terms of the Contract shall take precedence.

SCHEDULE A Terms and

Conditions – Custom Analysis

1. Proprietary Rights

Technology Analysis comprises all information obtained or generated by TechInsights and includes but is not limited to information obtained by TechInsights from market analysis, analysis of parts procured, samples prepared, images captured, schematic diagrams produced, test results documented of semiconductor or electronics circuits, processes, or systems. All copyright, proprietary and intellectual property rights to the Technology Analysis performed by TechInsights will reside with TechInsights and the individual authors of various aspects of the Technology Analysis who hold moral rights in the Technology Analysis. TechInsights reserves the right to re-use and re-sell any Technology Analysis.

2. License, Distribution & Use

TechInsights agrees to grant and hereby grants to Company a fully-paid, non-exclusive, nontransferable, worldwide, perpetual, irrevocable, limited license (without the right to sublicense) to the Technology Analysis including a right to reproduce that Technology Analysis or any substantial part thereof in any material form whatever, subject to the following conditions:

- a.** Company may only use the Technology Analysis for competitive and technical intelligence use cases: it may not use the Technology Analysis for IP use cases including patent licensing, negotiations, claim chart development and assertion, infringement analysis, valuation, litigation and patent sales;
- b.** Company may freely distribute, copy and reproduce the Technology Analysis within Company;
- c.** Company may not distribute Technology Analysis externally, except to persons advising Company, solely associated with Company's business. For greater certainty, the sale, lending or disclosure by Company of the Technology Analysis, whether for financial compensation or tangible or intangible benefit, is deemed not to be for a purpose solely associated with Company's business and is prohibited absent Company first obtaining written approval of TechInsights;
- d.** Company may sublicense its rights under subparagraphs (a) and (b) of this paragraph to persons advising Company, provided that such sublicense is for purposes solely associated with Company's business and that the entity to whom

its rights have been sublicensed agrees to be bound by each of the provision of this paragraph;

- e.** All copies and reproductions of the Technology Analysis or any substantial part thereof must bear on their face, or be inextricably linked with an indication that the Technology Analysis was prepared by and that copyright is held by TechInsights;
- f.** All extracts taken from the Technology Analysis must continue to have the meaning that would be ordinarily attributed to it within the context of the original Technology Analysis.

3. Technology Analysis derived from Reverse Engineering and Liability

- a.** Company acknowledges that the devices and components that TechInsights analyzes are complex and that while TechInsights takes commercially reasonable measures to ensure that its analysis work is carried out to a high standard and seeks to present complete and accurate Technology Analysis information, it is not possible to guarantee absolute completeness or accuracy of that information, and accordingly, TechInsights makes no representation or warranty about its work/written report. Company acknowledges the absence of any representation or warranty of any kind, and agrees to accept all deliverables from TechInsights "as is/where is."
- b.** TechInsights undertakes to work with Company and, if omissions or errors are identified, to carry out additional re-work to correct those deficiencies. Company agrees and acknowledges that its obligation to make payment under this agreement is set out in the agreement and in paragraph 6, below.
- c.** In no event shall the amount of TechInsights' liability hereunder, whether as a compensatory payment or the cost of re-work, exceed the aggregate amount paid by Company to TechInsights hereunder.

4. Confidential Information: Disclosure to Third Parties

TechInsights and Company shall maintain confidential and secret all information which may be disclosed by one party to the other and it shall not disclose this information to any other firm or corporation, unless expressly authorized by a representative of the disclosing party.

Notwithstanding anything above to the contrary, no such information shall be deemed proprietary or confidential and the parties shall have no obligation

with respect to the disclosure of such information which:

- a. Is already known to the party, or
- b. Is or becomes publicly known through no wrongful act of the party, or
- c. Is received from a third party without restriction, or
- d. Is independently developed by the party, or
- e. Is disclosed pursuant to an order by a competent court or government administrative agency.

5. Products/Parts/Devices ('Parts')

- a. During the Technology and reverse engineering process, and otherwise in the delivery of services, necessary parts may be damaged or destroyed which may affect TechInsights' delivery schedule adversely, and/or require the procurement of additional parts. In either case, TechInsights shall inform Company without delay, and both parties shall commence negotiations on a revised price and schedule.
- b. Unless otherwise noted, in this Agreement, all Parts procured for the purpose of this program are the property of TechInsights if procured by TechInsights, or Company, if procured by Company.
- c. In cases where parts are provided to TechInsights from Company for technical analysis, Company acknowledges that the devices are free of restrictions and warrants that the devices are the legal property of Company prior to submission to TechInsights for analysis.

6. Invoicing, Payment Terms, and Project Scope and Schedule

- a. Currency: All prices do not include applicable taxes.
- b. Invoicing: Invoicing will be monthly as incurred.
- c. Prices, taxes, etc.: If any tax, public charge, duty or tariff, or increase therein, is or shall be assessed or imposed on TechInsights, on the goods or services on any sale, delivery or other action taken hereunder, each such charge shall be paid by Company and shall be additional to any price quoted by TechInsights.
- d. Terms: Payment terms will be as per invoice, unless otherwise noted. Account payment terms can be confirmed with your TechInsights Sales contact.
- e. Late Payments: Interest will be charged on all overdue accounts at 1.5% per month (18% per annum).
- f. Program: There are Technology and reverse engineering risks that cannot be anticipated at the

time of execution of this Agreement. If TechInsights subsequently discovers that the actual effort required to complete the program exceeds the estimations used for the proposal, TechInsights shall inform Company without delay, and both parties shall commence negotiations on a revised price and schedule.

- g. Schedule: TechInsights reserves the right to modify the schedule of this project, based on the availability of our engineering resources at the time of Company's acceptance. In the event of a change in schedule, Company will be contacted and informed by the project manager.

7. Cancellation

Company shall have the right to stop any or all future activities under this Agreement by providing TechInsights with seven business days' prior written notice. In the event of such cancellation, Company agrees to pay TechInsights for services rendered and disbursements committed to, whether or not actually rendered, including all completed Technical Analysis sourced from TechInsights' library of such analysis, up to and including the date of receipt of the written notice of cancellation based on TechInsights' standard billing rates.

8. Entire Agreement

- a. The terms and conditions outlined in this Agreement supersede any and all prior understandings and agreements, whether written or oral, between TechInsights and Company, save that any Mutual Non-Disclosure Agreement remains in effect with regard to the subject matter of that agreement.
- b. These terms and conditions cannot be modified or amended by any other or subsequent document or agreement, unless a written agreement referencing this Agreement is provided and signed by an authorized representative from both TechInsights and Company.
- c. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement shall remain in effect.
- d. This Agreement shall not be assigned by either Company or TechInsights without the other party's prior written consent.

9. Liability

- a. TechInsights makes no representation or warranty about its work/written report. Company

acknowledges the absence of any representation or warranty of any kind, and agrees to accept all deliverables from TechInsights "as is/where is."

- b.** TechInsights undertakes to work with Company and, if omissions or errors are identified, to carry out additional re-work to correct those deficiencies.
- c.** In no event shall TechInsights' liability hereunder exceed the aggregate amount paid by Company to TechInsights hereunder.

10. Force Majeure

TechInsights shall not be liable for any loss or damage arising, directly or indirectly, through or as a consequence of, or any delay in the fulfillment of or failure to fulfill an order for any cause beyond TechInsights' reasonable control including, without limitation, any act of God, government regulation or order, inability to obtain from or curtailment of TechInsights' then existing sources of supply of energy, raw materials, or components, water shortage, explosion, fire, flood, civil commotion, terrorist act, war (whether or not declared), inability to obtain labor, lockout, strike, or other labor trouble. In any such event, TechInsights may terminate this Agreement in whole or in part, or delay performance thereunder, and shall give Company notice of such election. Company agrees to pay TechInsights for services rendered and disbursements committed to, whether or not actually rendered, up to and including the date of notice of such election, based on TechInsights' standard billing rates.

11. Miscellaneous

- a.** The parties consent and agree that the construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York, USA, and further consent and agree that the courts of the State of New York, USA, shall have exclusive jurisdiction over any claim or dispute arising under or related to this Agreement, and each party consents to the personal jurisdiction and venue therein. This Agreement may be signed in counterparts.
- b.** Notices under this Agreement shall be in writing and shall be addressed to the Legal Department of the relevant party.

Appendices for Proposal 109213 for Defense Science and Technology Laboratory

Appendix A: Parts Procurement

Defense Science and Technology Laboratory (“DSTL”) provided samples of each of the devices to be analyzed (Please refer to the list below. DSTL have already sent 4 devices of each of the parts; hence, TechInsights will require several additional parts for the analysis, based on the number of metals of each part. Below is a list and number of required parts:

Below is the list of parts received, for reference:

ItemId	Received	Item Code	Manufacturer	Model Number	# of required parts
[REDACTED UNDER FOIA EXEMPTION]					[REDACTED UNDER FOIA EXEMPTION]
[REDACTED UNDER FOIA EXEMPTION]					[REDACTED UNDER FOIA EXEMPTION]
[REDACTED UNDER FOIA EXEMPTION]					[REDACTED UNDER FOIA EXEMPTION]

You may forward the samples to TechInsights’ head office:

C/O «Quote_109213_[REDACTED UNDER FOIA EXEMPTION]»

TechInsights Inc.

[REDACTED UNDER FOIA EXEMPTION]

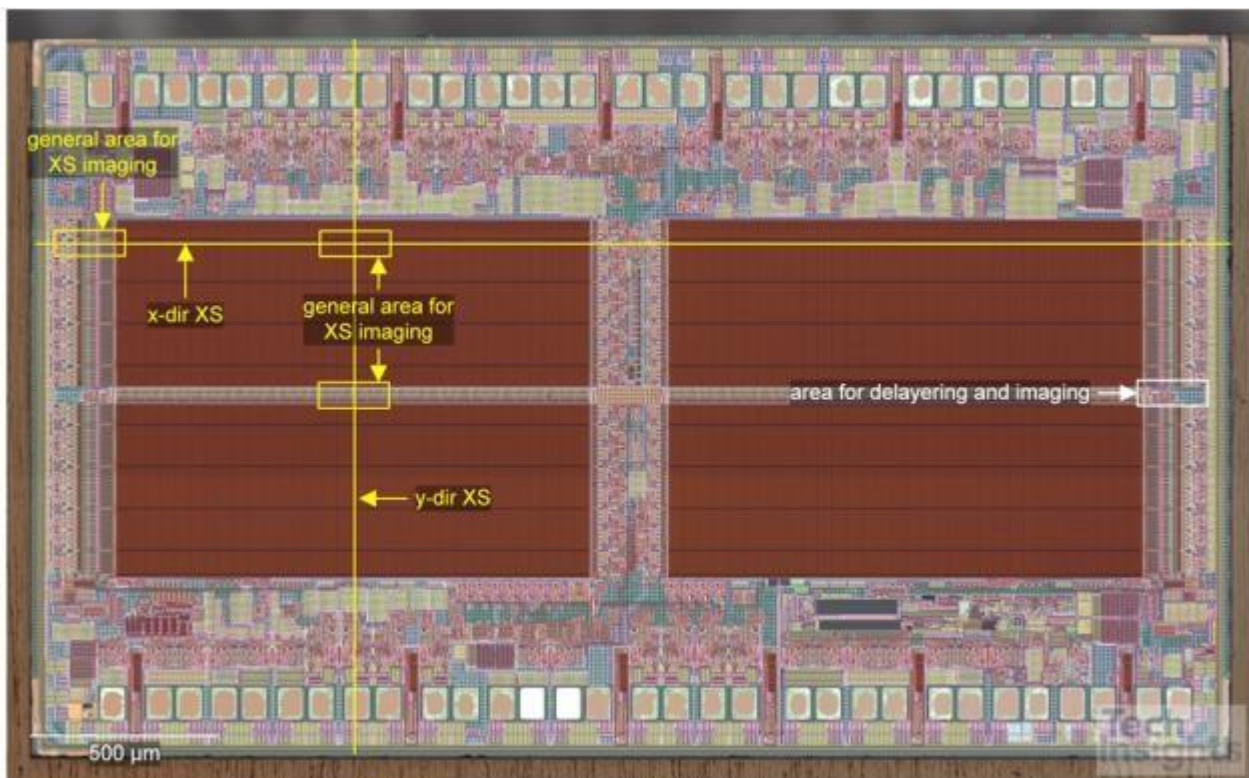
Appendices for Proposal 109213 for Defense Science and Technology Laboratory

Company acknowledges that all devices sent are free of restrictions. Company warrants that all devices provided are the legal property of Company prior to submission to TechInsights for analysis.

Important Note: Devices used for quotation and/or analysis are subjected to de-processing and deconstruction using TechInsights' proprietary processes, and thus become the property of TechInsights. Due to the destructive nature of our investigations, devices cannot be forwarded nor returned to Company unless prior special arrangements have been made at time of quotation.

Appendix B: Statement of Work

The statement of work for this project will be similar to what was performed on a previous project (Ref. 106315 - Process Analysis - x-Section & Image Set - Cypress CY62137). Below is the die photo of the Cypress device previously analyzed, for reference, and where the annotations indicated the areas for analysis (Cross-sections) and Imaging. This device consisted of 1 Poly layer, and 3 metal layers.

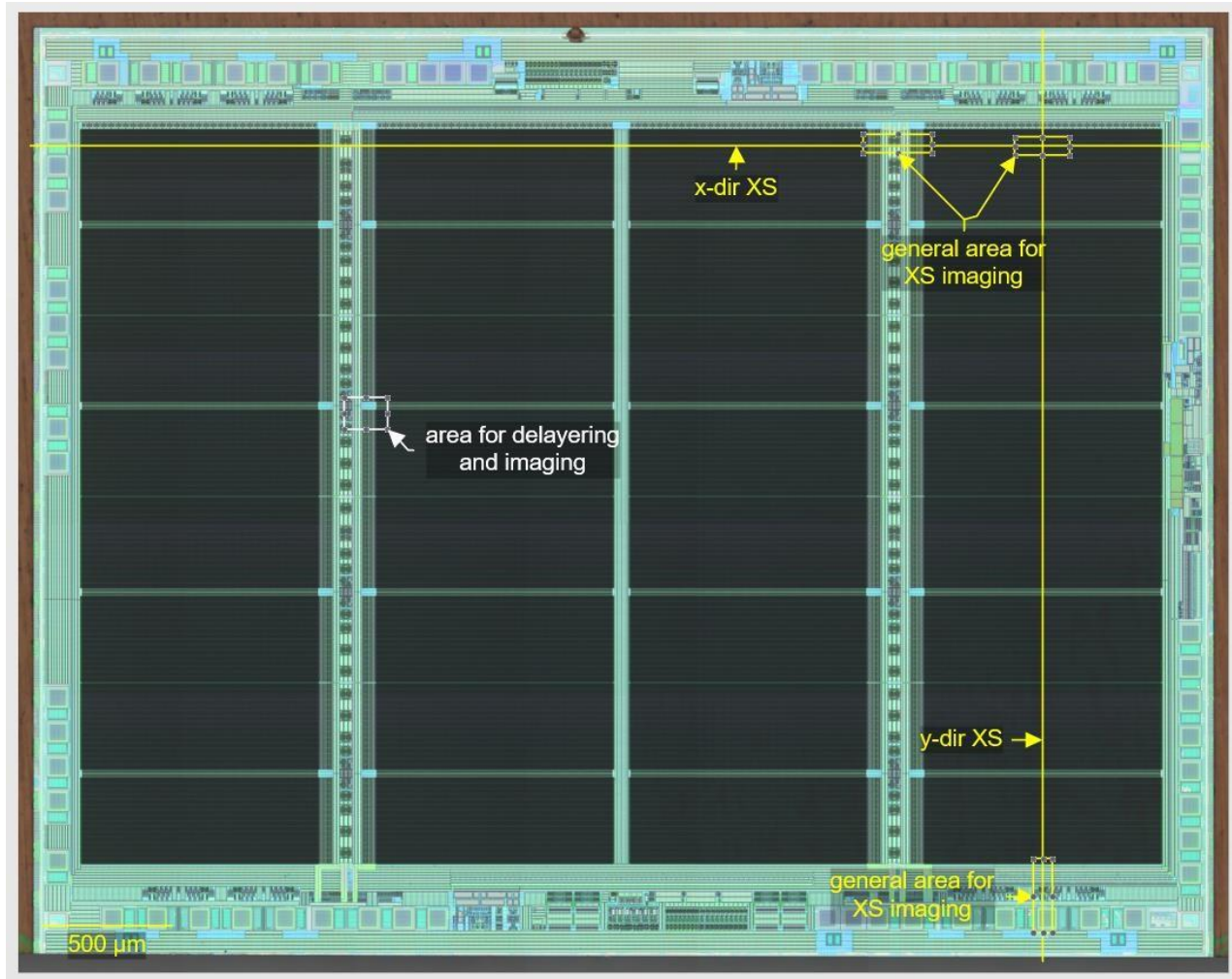


DSTL is requiring a similar analysis on 3 new SRAM devices (Part numbers below for reference), and the relevant areas for analysis are annotated respectively.

1. IS61WV25616BLS-25TLI

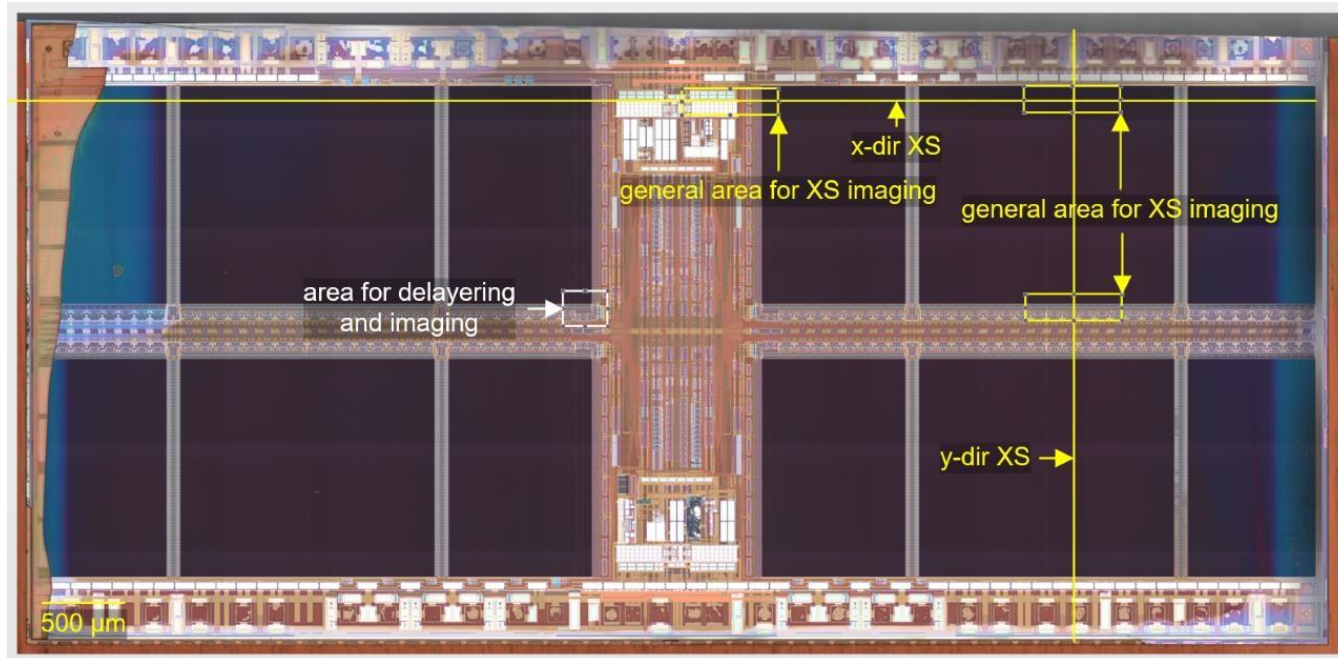
- **4 metal layers.**

Appendices for Proposal 109213 for Defense Science and Technology Laboratory

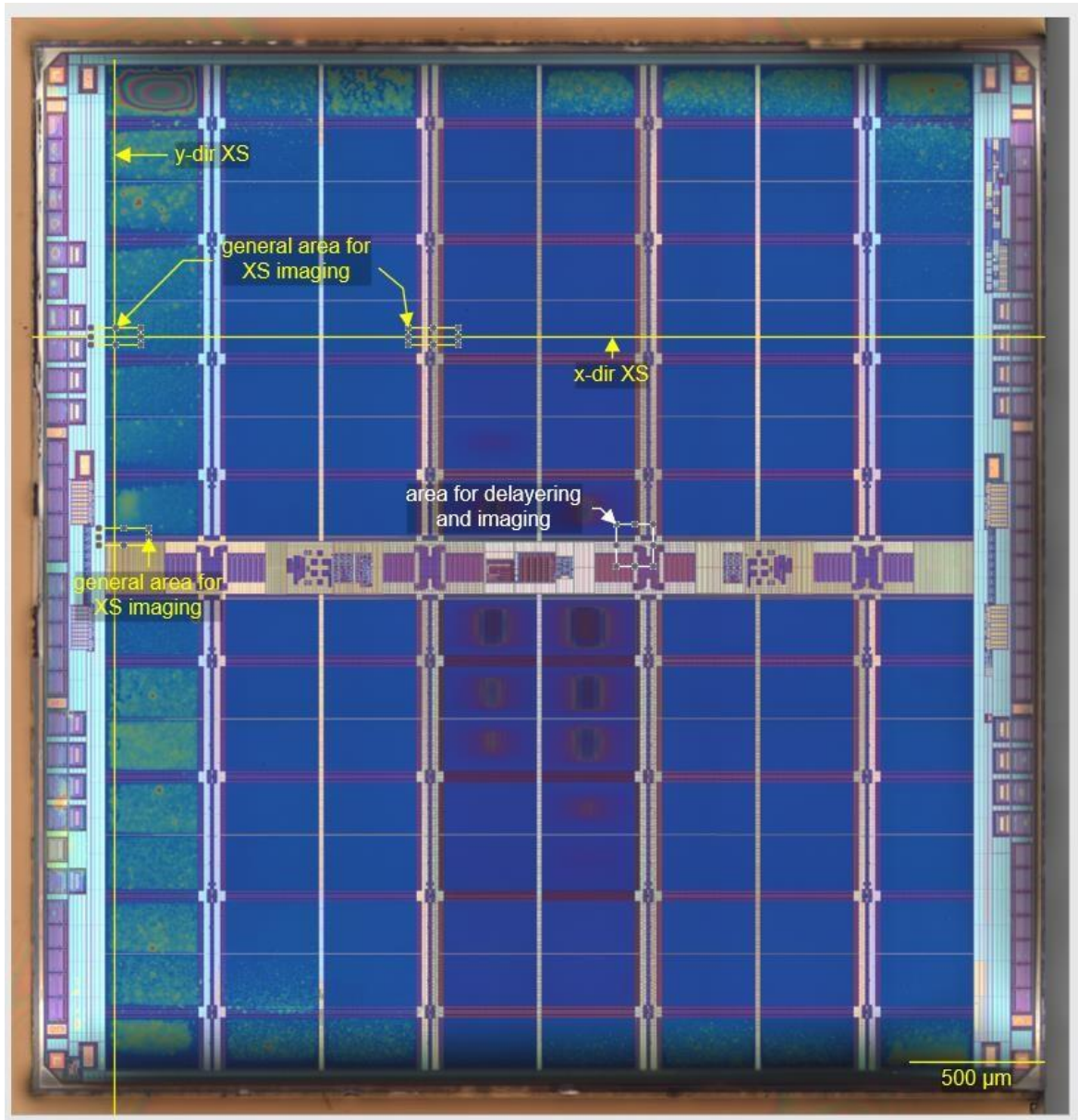


2. R1RW0416DSB • 3 metal layers.

Appendices for Proposal 109213 for Defense Science and Technology Laboratory



3. IS61WV204816BLL-10TLI •
6 metal layers.



Appendices for Proposal 109213 for Defense Science and Technology Laboratory

The statement of work is outlined below:

Delaying:

- Delayer and Image the area indicated in white above for each layer. Target area indicated in white pertains to an SRAM block.
- High Resolution stitched and aligned SEM images to be delivered in CircuitVision
- SRAM bit cell layout and category analysis (annotated transistors and power rails)

Cross-sections:

- The yellow blocks indicated in the images above show the location where X & Y direction x-sections will be performed.
- Annotated, scanning electron microscope (SEM) images will be provided for each of the blocks.
- A folder containing additional unannotated SEM images to go along with general structure SEM annotated images will be provided.
- SEM EDS on x-sections to confirm materials used in gates and vias of the targeted SRAMs.
- Any remarkable outliers captured in the x-sections will also be targeted and investigated to offer more understanding of features and materials used in the device.

Appendix C: Deliverables

A report in pdf format which will entail the analysis as scoped and described in Appendix B

Appendix D: Assumptions and Risks

1. Due to the destructive nature of the work involved, it may be possible that TechInsights may require additional samples for analysis, which may impact the project timeline. To mitigate this, TechInsights will flag this as soon as possible and inform the client, so that the impact is minimal. This is generally a low risk.

Appendices for Proposal 109213 for Defense Science and Technology Laboratory

2. Actual schedule and delivery of the projects will be calculated at time of approval and will be communicated with the client.