



(Model Contract)

National Space Organization

National Applied Research Laboratories

CONTRACT

for

B5G-EP Satellite Propulsion Subsystem Procurement

(Contract No.: NSPO-P-111421)

29th Nov, 2022

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RECITALS

This Contract is made and entered into as of this _____ day of _____, 2023 by and between National Space Organization of National Applied Research Laboratories ("NSPO"), a functional entity fully authorized by its legal foundation incorporated and existing under the laws of Taiwan, with its principal office at 8F, NO.9 Prosperity 1st Road, Science-based Industrial Park, HsinChu City, Taiwan.

_____(the "Contractor"), a corporation organized and existing under the laws of _____, with principal office at _____.

Whereas, Contractor represents that it meets and complies with the following requirements:

it has full knowledge of Purchaser's requirements described in the Request for Proposal for the National Space Organization NSPO-P-111421 Contract, dated _____ (the "RFP") and has, before entering into the Contract, verified the correctness and sufficiency of the prices stated in the Contract which shall, except as otherwise specified in the Contract, cover all its obligations provided in the Contract.

it has to provide the propulsion system, as well as various deliverables as fully described in Appendix III, Statement of Work (hereinafter referred to as the "SOW")

NOW, THEREFORE, in consideration of the covenants and premises herein contained, the parties hereto agree as follows:

Article 1 Definitions

1.1 In this Contract, unless the context otherwise requires:

- 1.1.1 Contract means this Contract, together with the Exhibits and Appendices/Annex hereto particulars of which are listed in Article 19 ENTIRE CONTRACT.
- 1.1.2 Contract Price means the total price payable by NSPO to Contractor pursuant to Article 3 CONTRACT PRICE AND PAYMENT TERMS.
- 1.1.3 Contract Effective Date ("CED") means the date when Contract has been countersigned by both parties.
- 1.1.4 Contract Manager ("CM") means the designated representative who shall act for Purchaser in all contracting actions.
- 1.1.5 DAP NSPO Jobsite means "DAP named place of destination terms" as defined in the International Chamber of Commerce INCOTERMS 2020, with the condition that Contractor shall be responsible for all risks and costs for the delivery of the deliverable Contract Line Items, including, but not limited to, international/inland freight, and

cargo insurance covering contracted price plus ten percent (10%), until the transfer of title to and risk of such Contract Line Items to NSPO.

1.1.6 Project Manager (“PM”) means the project manager designated by Purchaser to act on behalf of Purchaser in the overall project management.

1.1.7 Work means the whole scope of work to be performed by Contractor under the Contract as required by the SOW.

1.2 Contract Documents

The Exhibits and Appendices attached to the Contract are integral parts of the Contract. Contract documents are mutually explanatory. Any ambiguities or discrepancies shall be submitted to Purchaser for resolution. In case of any conflict between the terms and conditions of the Contract and the exhibits and/or appendices, the terms and conditions shall prevail over the exhibits and/or appendices; in case of conflicts among the appendices, the order of precedence shall be determined in the order listed below provide, however, that all conflicts shall be solved taking into consideration Purchaser’s best interest, without affecting the terms and conditions of the Contract. All exhibits listed below are of equal precedence.

Appendix I	Certificate of Conformance
Appendix II	Contract Price
Appendix III	Statement of Work (SOW)
Appendix IV	Payment Schedule
Appendix V	Contractor’s Account Information
Appendix VI	Certificate of Warranty

Article 2 Scope of Procurement and Services

2.1 Procurement and Services

According to Appendices of this contract, Contractor shall deliver all Contract Line Items (CLINs) as detailed in Appendix III.

2.2 Delivery Terms and Schedule

Within thirteen (13) months after the date of CED, all CLINs shall be delivered by Purchaser on DAP NSPO Jobsite. A Certificate of Conformance (COC) shall be provided with shipment.

Purchaser shall apply for the customs duty exemption from the Republic of China (ROC) government authorities and Contractor shall be responsible for customs clearance for the imported CLINs. Contractor shall provide Purchaser all necessary information one (1) month prior to shipment so as to enable Purchaser to apply for exemption of such duty and tax.

Contractor shall to obtain and maintain its validity in full force during the period of the Contract, all governmental approvals, licenses, permits, authorizations and other clearances required for the execution and performance of the Contract.

For shipment of any deliverable CLINs, including any repaired or replaced items, Contractor shall sign a Certificate of Conformance (“COC”) in form of Appendix I, assuring that the items shipped conform to the requirements of the Contract and are correctly packaged, packed, and marked. Purchaser shall conduct a visual inspection and acceptance upon arrival of the shipped items at Purchaser’s site to assure that such items are in compliance with the COC. Purchaser shall, within thirty (30) days of receipt of a COC, either countersign the COC without unreasonable delay, or state the items which do not comply with the requirement of the Contract. In such event of non-compliance, Contractor shall make corrections within the period of time as may be prescribed by the Purchaser and shall be responsible for any resulting schedule impact if it fails to make the correction within the prescribed period of time. If any damage, shortages, discrepancies, non-conformity, misidentification of products, misdirected products, etc. is found, Contractor shall promptly, within a reasonable period of time specified by Purchase, provide repair or replacement at its own cost and responsibility, such cost includes transportation and insurance cost from and to Purchaser’s site.

NSPO may reasonably reject Goods contained in each shipment. Such rejection shall be duly justified and documented within thirty (30) Business Days following rejection. Supplier shall correct the reason for Customer’s rejection at Supplier’s sole expense within sixty (60) days of receiving rejection notification from Customer. If Supplier fails to cure within the given 60-day time period, Customer may (i) require Supplier to replace any or all of the impacted Products or (ii) conditionally accept the Goods with an equitable price adjustment to be agreed by the Parties to account for the failure to cure. Any replacement or repaired Goods are subject to the terms and conditions of this Agreement.

Countersignature of a COC by purchaser shall constitute Purchaser’s inspection (CLIN 1 to 5) and acceptance (CLIN 1 to CLIN 5) of the Equipments/Products/Services/Items that the COC indicates.

Article 3 - Contract Price and Payment Terms

3.1 Contract Price

The Contract Price is \$_____ with price breakdown and requirement list detailed in Appendix II Contract Price.

3.2 Payment Terms

For Contract Line Items procured under this Contract, NSPO shall, in accordance with the table in Appendix IV Payment Schedule, make payments upon conditions of each payment met. Each payment will be made within thirty (30) days after Contractor's presentation of the documents or hardware with invoice as set forth in Appendix IV Payment Schedule. In the event NSPO believes payment conditions are not met, NSPO may withhold payment which it believes payment is not warranted and shall provide a written statement by the above payment deadline, explaining the basis for such decision. The parties shall discuss and cooperate in good faith in an effort to promptly resolve any such disagreement.

Article 4 - Care of Property

- 4.1 All components, materials, documentation, and/or other hardware and software items which are acquired, produced, or designated for the Contract shall, upon arrival at Contractor's and/or its subcontractor's facility, immediately be marked with the identification of the Contract. During the performance of the Contract and prior to the transfer of title and risk pursuant to Article 4.2 Contractor shall assume the risk of loss or damage and be responsible for the care of all such items, Contractor shall have the same adequately protected and stored in accordance with the manufacturer's and/or NSPO's recommendation.
- 4.2 Subject to the provisions of Article 10, the title to and risk of all delivered materials, parts, components, units and equipment/tools shall transfer to NSPO upon NSPO's countersigning of the COC to Article 4.2 Such transfer shall not be construed as relieving Contractor of its responsibility for the successful completion of the Work or the restoration of any design discrepancy.
- 4.3 In addition to the data deliverables specified in Appendix III, Contractor shall provide NSPO with the relevant specifications, reference manuals and technical documentation in connection with the equipment, components/unit and/or software and all other items produced or furnished by Contractor. Contractor shall use its best efforts to acquire from its subcontractors and/or suppliers relevant specifications, reference manuals and technical documentation in connection with the equipment, components/units and/or software and all other items produced or furnished by its subcontractors and/or suppliers without additional charge to NSPO.
- 4.4 In addition to the tooling and test equipment, if any, which are included in the deliverable Contract Line Items, title to any special tooling or test equipment which is manufactured or procured for and funded under the Contract shall vest in Customer.

Article 5 Shipment and Marking

- 5.1 The deliverable Contract Line Items shall be delivered to NSPO on DAP Incoterms 2020 NSPO Jobsite. For the local contractor, the deliverable Contract Line Items shall be delivered to NSPO directly.
- 5.2 For foreign Contractor, Customer shall obtain Import Permit and customs duty/tax exemption from Taiwan ROC government authorities and Contractor shall be responsible for customs clearance for the imported Contract Line Items. Contractor shall provide NSPO all necessary information earlier than forty-five (45) days prior to shipment so as to enable Customer to apply for exemption of such import duty/tax.

Other than delivery of CLIN 1 and CLIN 2, if Contractor needs to bring to Taiwan any items for use during the term of the Contract, Contractor shall submit a certificate to Customer certifying that the items to be imported to Taiwan shall be strictly used for the Work, and shall not be sold, rented or conveyed to others and used for other purposes. Contractor shall be responsible for any consequence resulting from its breach of such certification and shall hold Customer harmless against any loss or liabilities.

- 5.3 Contractor shall be responsible for handling international/inland transportation of the deliverable Contract Line Item(s) to NSPO's site and bear all risks and relevant costs including, but not limited to, international/inland freight, cargo insurance, duties, taxes, charges and customs clearance expense, loading and unloading fee, etc., until transfer of risk pursuant to Article 6.2, being it understood that should NSPO fail to obtain the customs duty/tax exemption of Article 9.2, the costs of the import duty/tax results from shall be reflected with an equivalent amount of price increase to the Contract Price.
- 5.4 All deliverable Contract Line Item(s) shall be packaged and packed by Contractor for export in accordance with the requirements specified in the Contract or, in absence of any requirement in the Contract, the applicable commercial standard for air-borne export shipment for the equipment of a similar nature. Contractor shall protect the items from damage or deterioration under transportation conditions which will involve multiple handling, extended storage and exposure to moisture. The cost of package and packing are included in the Contract Price.
- 5.5 For a scheduled shipment required under the Contract, partial shipment shall be allowed with Contractor's prior written notice to NSPO.
- 5.6 Not later than fifteen (15) days prior to a shipment, Contractor shall notify NSPO of the planned shipment date, the number of boxes, the list of items to be shipped, the weight and volume of each box and special instructions regarding the care of the items. Contractor shall prepare all necessary shipping and export documents, including the Shipper's Export Declaration.
- 5.7 Contractor shall be responsible for arrangement of transport by air from Contractor's facilities to NSPO's site located in Hsinchu Science Park, Taiwan. Any shipment from a third country or transshipment during the course of carriage shall be subject to NSPO's prior written consent.

- 5.8 Contractor shall, when making any shipment, place the marking on the exterior of all containers and packages as may be designated by NSPO.
- 5.9 Contractor shall place on the exterior of each container or package shipped, in a water-tight envelope, one (1) copy of the Packing List and one (1) copy of the Certificate of Conformance; and one (1) copy of the Packing List and one (1) copy of the Certificate of Conformance shall be packed inside each container or package.

Article 6 - Taxes

- 6.1 Any and all taxes, levies or charges which may be assessed to Contractor by any taxing authorities within or without the territory of Taiwan with respect to the efforts performed by Contractor or its subcontractors or their personnel shall be the responsibility of Contractor, except that payment of the Taiwan ROC taxes shall be subject to Articles 6.2 and 6.3.
- 6.2 The Contract Price shall include all taxes to be levied by the Taiwan ROC Government on Contractor in connection with its performance of the Contract (hereafter referred to as "Taiwan ROC Taxes"). Importation of the CLIN 3 CLIN4 and CLIN5 into Taiwan is exempt from the import duties, provided NSPO shall apply for duty exemption prior to the equipment arrival, which requires Contractor's assistance pursuant to Article 9.2. The Contract Price does not include any import duties for importation of the Contract Line Items into the ROC.
- 6.3 In the case where the Contract is awarded to a foreign entity as Contractor, for pricing purpose the Contract Price has included Contractor's ROC income tax at the rate of three percent (3%) and business tax at five percent (5%) for CLIN 1 and CLIN2 on the service portions of the Contract Price. Contractor shall, upon Purchaser's request, use its best effort to apply to the ROC Ministry of Finance for the special tax rate of three percent (3%) or any other favorable tax treatment to reduce the amount of the ROC Taxes. Purchaser agrees to assist Contractor in filing such application and Contractor shall issue to Purchaser a Letter of Authorization in form of Exhibit H.
- 6.4 In the event that during the term of the Contract for whatever reasons (including the changes in tax rate, taxable items or Taiwan ROC tax regulations), there is any difference of taxes imposed on Contractor by Taiwan ROC Government, the difference (including both increase and decrease) shall be adjusted by amending the Contract to keep Contractor's total net price unchanged. The total net price is defined as the Contract Price less the total of Taiwan ROC Taxes imposed on Contractor by Taiwan ROC Government.

To comply with the Taiwan ROC tax laws and regulations, Contractor shall present its invoices in a form to show the net price, the applicable Taiwan ROC Taxes and the total amount for each payment. Purchaser shall withhold Taiwan ROC Taxes pursuant to the

relevant Taiwan ROC laws and regulations. Purchaser shall pay the net price to Contractor in accordance with the provisions in Article 5.

- 6.5 The personal income taxes, if any, imposed by the Taiwan ROC Government on the income of Contractor's employees while located in Taiwan for the Work shall be the responsibility of Contractor.
- 6.6 The Taiwan ROC Stamp Tax Law requires that, for contracts executed in Taiwan, each party shall pay the stamp tax by affixing on the original of the contract respectively held by them the stamps or the stamp tax receipt issued by the taxing authority, except where an exemption applies.
- 6.7 For local contractor, all taxes levied by taxation authorities which are not in the purchaser's tax exemption of this contract pursuant to regulations of taxation authorities of Taiwan shall be the responsibility of local contractor.

Article 7 Performance Bond (“PB”) and Warranty Bond (“WB”)

- 7.1 Contractor shall submit, at its own cost, a Performance Bond (PB) and Warranty Bond of USD18,000/Euro17,500/GBP15,000/or NTD570,000) in the form of (a) irrevocable standby letter of credit in favour of Purchaser issued or confirmed by a bank authorized by Taiwan government to operate business in Taiwan, (b) a joint and several guarantee in favour of Purchaser issued by a bank or an insurance company authorized by Taiwan government to operate business in Taiwan, (c) cash, (d) sight bank draft or certified check issued by a Taiwan bank payable to Purchaser, (e) certificate of deposit of a Taiwan bank, duly pledged to Purchaser, setting forth the bank's waiver of its right of setoff against such deposit and other terms and conditions acceptable to Purchaser, or (f) bearer bond issued by a Taiwan government agency or a government-run enterprise.

The PB/WB shall secure any damages or claims which Purchaser may have against Contractor under the Contract. If there is any item under the Contract undelivered, any claim for compensation or remedy unsettled, or any other contractual obligation unfulfilled, Contractor shall, no later than thirty (30) days prior to the expiration of the PB/WB, have its validity extended to the extent reasonably determined by Purchaser, or Purchaser shall proceed to collect the PB/WB before its expiration.

All banking charges at Contractor's site and from intermediary bank, in relation to the bonds shall be borne by Contractor.

7.2 Performance Bond

7.2.1 The PB shall be delivered by Contractor to Purchaser within thirty (30) days after the date of CED if it is not transferred from Bid Bond and submitted by other form.

7.2.2 Performance Bond will be returned after NSPO's acceptance of the whole contract items.

7.3 Warranty Bond ("WB")

7.3.1 Warranty of the products is required after delivery and acceptance as satisfactory. The contractor shall provide two (2) years of warranty period for the EDU and FM from acceptance date. The warranty period shall effective from the date of acceptance.

7.3.2 The title to and risk of all delivered items under this contract shall transfer to Purchaser upon the date Purchaser's countersignature of the COC.

7.3.3 Contractor warrants that all CLINs to be delivered under the Contract shall be of new manufacture and not previously used in any manner as well as free and clear of any security interest, liens, charges or other encumbrances. Contractor shall, upon breach of this warranty, take immediately actions to:

- (1) remove any title defect;
- (2) replace the CLINs thereof which are defective in title; or
- (3) provide such other remedy as is mutually agreed upon by the parties.

7.3.4 The warranty for CLIN3 CLIN5 shall be two (2) year from the date of acceptance and purchaser countersigning the COC

7.3.5 Contractor shall bear all risks and expenses of the repaired and/or replaced items and the returning the defective items to Contractor as well as of returning the repaired and/or replaced items to NSPO.

7.3.6 In the above cases, the warranty period for the repaired or replaced item shall be the remaining portion of the original warranty period, or six (6) months from the date the repaired or the replaced item function properly, whichever is longer.

7.3.7 The WB may be transferred from PB before the date of acceptance and final payment and will be returned to contractor without interest after the warranty has expired (CLIN 5).

Article 8 - Liquidated Damages

If the deliveries of CLINs are delayed, pursuant to Contract Schedule, and the delay is attributed to the Contractor, the Contractor shall pay Purchaser in the amount equal to one tenth of one percent (0.1%) of the delayed CLIN's contracted prices for each day of delay, to the actual delivery date, i.e. the date Purchaser received the shipment of CLINs. The maximum amount of the Liquidated Damages shall not exceed ten percent (10%) of Contract Price.

Purchaser may deduct the amount of the liquidated damages from any payment due Contractor pursuant to the Contract or, if no payments remain to be paid to Contractor or demand Contractor to pay within thirty (30) days from the due date.

Article 9 -Termination

9.1 Termination for Purchaser's Convenience

Purchaser may terminate the Contract in whole or in part by no less than thirty (30) days prior written notice Contractor. Promptly after the effective date of the termination, Contractor shall submit its claim for the costs that are allowable and allocable to the terminated portion of the Contract up to the effective date of termination. In no event the aggregate amount claimed by Contractor shall exceed the price of the Contract Line Item(s) so terminated and/or the Contract Price. The amount paid by Purchaser in excess of the value of Contractor's claim set forth above shall be refunded to Purchaser and any amount owed to Contractor as a result of such claim shall be paid to Contractor against Contractor's commercial invoice within thirty (30) days of the termination settlement.

9.2 Termination Due to Contractor's Default

Any of the following events constitutes Contractor's default under the Contract. Purchaser may terminate the Contract in whole or in part:

- a. Contractor commences a voluntary action pursuant to the bankruptcy law or any proceeding under any liquidation or similar law of any jurisdiction is commenced

against Contractor, or Contractor fails to secure its financial, technical ability or other ability to perform the Contract; or

- b. The export license or any governmental approval required for the performance of the Contract is suspended or revoked by the government of Contractor, which is attributed to Contractor, or
- c. The amount of the liquidated damages for delay assessed in accordance with Article 8 has reached ten percent (10%) of the Contract Price.

Upon occurrence of an event of default, Contractor shall promptly provide clarification and a cure plan for Purchaser's consideration. Purchaser may, at its sole discretion, accept or reject the cure plan proposed by Contractor. Should Contractor fail to promptly provide clarification and a cure plan or should Purchaser find such clarification or cure plan unacceptable, Purchaser may terminate the Contract in whole or in part and immediately proceed to avail itself of any and all appropriate remedies. If Purchaser accepts contractor's clarification and cure plan, this contract shall, upon purchaser's decision, remain valid but the contractor shall be responsible for liquidated damages pursuant to article 5.

Purchaser shall have the option to accept any delivered Contract Line Item(s). Should Purchaser opt to do so, Purchaser shall pay for the Contract Line Item(s) so accepted at the contracted price. Contractor shall at its own cost and risk remove, within a reasonable period of time, any delivered Contract Line Item(s) which have been cancelled by Purchaser.

- 9.3 All costs of Contractor included in the termination claim shall be subject to reasonable substantiation and verification by Contractor's controller and a Certified Public Accountant firm acceptable to Purchaser. The responsibility for the costs associated with the use of such an accounting firm shall:
- a. in the case of termination pursuant to Article 9.1 shall be borne by Purchaser; or
 - b. in the case of rescission pursuant to Article 9.2 shall be borne by Contractor.

Article 10 - Notices

Any notice required or permitted to be given pursuant to the Contract shall be given by certified airmail, personal delivery, fax, e-mail to the address specified below, as may be changed by written notice given by either party to the other. Notices sent by certified airmail shall be deemed to be delivered ten (10) days after certification. Notice given by fax or e-mail shall be deemed to have been received on the next following working day and shall be confirmed by certified airmail.

Article 11 - Conditions to Effectiveness

- 11.1 The Contract shall become effective when the Contract has been signed upon by Contractor and NSPO;
- 11.2 In the event that the conditions set forth in Article 11.1 are not satisfied within sixty (60) days after the date of contract award or an extended period as may be agreed upon by both parties, the Contract shall be considered null and void. In such event, Contractor shall bear all costs and liabilities incurred on its part.

Article 12 - Amendment

The Contract shall only be amended or modified in writing signed by the authorized representatives of the parties.

Article 13 - Arbitration

- 13.1 All disputes, claims or controversies arising under or in connection with the Contract, or its interpretation or performance shall be reduced to writing and addressed to the other party pursuant to Article 7. The other party shall within thirty (30) days from the date of receipt of such notice submit its response. The parties shall exert their best efforts to reach an amicable settlement.
- 13.2 Any dispute arising out of or related to the Contract which is not settled by amicable agreement between the parties shall be finally settled by arbitration. The arbitration shall be conducted in the English language and held in accordance with Taiwan ROC Arbitration Act in Taipei, Taiwan. Each of the parties shall appoint one arbitrator and the two so nominated shall, in turn, choose a third arbitrator. If the arbitrators chosen by the parties cannot agree on a choice of the third arbitrator within a period of sixty (60) days after their nomination, then the third arbitrator shall be appointed by Taiwan ROC Arbitration Association and serve as the chairman of the arbitration panel. Unless otherwise agreed upon by the parties hereto, the third arbitrator shall be from a country other than that of the parties. The parties waive any objection to the matters stated in this clause on the grounds of inconvenient forum or otherwise. Any award rendered by such arbitration forum shall be conclusive, binding and enforceable upon the parties in any jurisdiction. For the local contractor, the arbitration shall be conducted in the Chinese language.
- 13.3 All information relating to or disclosed by any party in connection with the arbitration of any dispute relating to the Contract shall be treated by the parties and the arbitration panel as confidential information and no disclosure of such information shall be made without the prior written authorization of the party furnishing such information.

- 13.4 The arbitration panel shall indicate in the award how to distribute the arbitrator's fees and arbitration expenses between the parties in accordance with what they deem just and equitable under the circumstances. Each party shall bear its own counsel fee incurred in connection with the arbitration.
- 13.5 The occurrence of any dispute and the submission thereof to arbitration shall not relieve Contractor of its obligations to continue performance of the Contract in good faith.

Article 14 - Governing Law

The Contract shall be governed by the laws of Taiwan, ROC, without giving effect to the conflict of law rules thereof.

Article 15 - Licenses, Permits and Compliance with Export Requirements

- 15.1 Contractor undertakes to obtain, and maintain its validity in full force during the period of the Contract, all governmental approvals, licenses, permits, authorizations and other clearances required for the execution, delivery and performance of the Contract, in particular, the export license required for the delivery (and redelivery where necessary) into the Taiwan of the Contract Line Items, data and documentation in connection therewith, and to obtain from time to time all such other governmental approvals required for any amendment, modification and/or extension thereof, all at Contractor's risk and expenses.
- 15.2 Contractor shall obtain governmental approvals, licenses, permits, authorizations and other clearances required for the execution, delivery and performance of the Contract, in particular, the export license required for the delivery (and redelivery where necessary) into the Taiwan of the Contract Line Items. Purchaser reserve the right to extend the delivery schedule pursuant to Article 16 or terminate this contract in whole or in part pursuant to Article 9.
- 15.3 Contractor undertakes to fulfil all requirements prescribed in and to comply in all respects with the applicable laws, such as safety, health, environment protection, labour, import and export laws and regulations relating to the execution, performance and delivery of the Contract and all governmental administrative acts pursuant to such laws and regulations.
- 15.4 Each Party agrees to comply with all export control laws and regulations imposed on them by such laws and regulations.
- 15.5 NSPO shall comply and NSPO shall be solely responsible for the compliance under this Agreement, and the contractor disclaims any responsibility with respect to the compliance under this Agreement, with any and all laws and regulations of the United States related to exports, imports, and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774), and the National Industrial Security Program Operating Manual (NISPO) (DoD 5220.22-M) (collectively, "U.S. Export Control Laws"). It is understood that NSPO shall comply the US EAR regulations, specifically, but not limitatively not being owned by Chinese Company or government, nor having the launch taking place in China.

- 15.6 NSPO shall obtain all required authorizations from the U.S. Government before transferring or otherwise disclosing technical data or technology (as those terms are defined in 22 C.F.R. § 120.10 and 15 C.F.R. § 722, respectively), to the Contractor or any of its subcontractors (including any of their respective employees). NSPO also shall provide written notification to the Contractor before assigning or granting access to any employee of the Contractor or any of its subcontractors to any work, equipment, supplies, or technical data related to this Agreement.
- 15.7 Each Party is responsible to inform the other Party of the classification of the information or items exchanged under this agreement, for instance through appropriate markings.

Article 16 - Force Majeure

- 16.1 Any delay in or failure of performance by either party pursuant to the Contract (except the payment of money) shall not constitute default nor give rise to any claims for damages if and to the extent caused by Acts of God, acts of government in its sovereign capacity, riots, strike, war, revolution, warlike operations, fires, floods, earth quake, epidemics of contagious diseases, quarantine restrictions, sabotage or other similar events (the "Force Majeure") which are not attributable to, and are beyond the control of the affected party. Force Majeure occurred during Contractor's delay shall not be excusable.
- 16.2 Failure to provide or inability to perform by Contractor's subcontractors shall not be considered as the Force Majeure unless such failure or inability have been caused by the Force Majeure as defined in Article 16.1 and Contractor is unable to engage other subcontractors within reasonable time and expense.
- 16.3 The affected party shall immediately provide written notice, with evidence, to the other party of the causes of the Force Majeure and in any event within thirty (30) days. The affected party shall be entitled to an extension as may reasonably be required to remove or remedy the Force Majeure provided that it has timely notified the other party and furnished evidence, which shall be concurred with by the other party. The extension of the Complete Date(s) shall be granted only when the above requirements have been satisfied.
- 16.4 The other party shall within thirty (30) days of receipt of the notice from the affected party, reply in writing if the extension has been granted and the acceptable period of extension, if any. Should the other party fail to so notify the affected party, the other party shall be deemed to have granted the extension as requested.
- 16.5 The affected party shall take all steps necessary to remove the effects of the Force Majeure and to regain time lost and shall in no event discontinue or delay the performance of any obligations provided in the Contract not directly affected by the Force Majeure

Article 17 - Waiver of Breach

The failure of either party, at any time, to require performance by the other of any obligations provided in the Contract shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party of a breach of any obligation provided in the Contract does not constitute a waiver of any succeeding breach of the same or any other obligations, nor shall it constitute a waiver of the obligation itself.

Article 18 - Assignment

The Contract shall not be transferred or assigned, in whole or in part, by Contractor to any other individual, firm, partnership, corporation, institution, government agency or any other entity.

Article 19 - Entire Contract

19.1 The Contract shall be executed in two (2) copy, with one (1) copy for each party.

19.2 The provisions contained in the Contract or incorporated by reference constitute the entire Contract and supersede all previous oral or written communications between the parties with respect to the subject matter.

IN WITNESS WHEREOF, NSPO and Contractor have caused the Contract to be executed by their duly authorized officers or representatives as of the day and year indicated below.

NSPO:

Contractor:

National Space Organization,
National Applied Research Laboratories

By:

By:

Name Typed: Dr. JONG SHINN WU

Name Typed: _____

Title: Director General of NSPO

Title: _____

Date: _____, 2023

Date: _____, 2023

APPENDIX I CERTIFICATE OF CONFORMANCE

Pursuant to Contract No. NSPO-P-111421 (hereinafter referred to as the "Contract") between National Space Organization (“NSPO” or “Purchaser”) of National Applied Research Laboratories and _____ (“Contractor”), the undersigned, a duly authorized representative of Contractor, hereby certifies that the Contract Line Item(s) to be shipped as described herein below conforms to the requirements of the Contract and are duly packaged, packed and marked.

<u>Item Name</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Package No.</u>
------------------	-------------------------	-----------------	--------------------

NSPO:

Contractor:

National Space Organization,
National Applied Research Laboratories

By:
Name Typed: _____
Title: _____
Date: _____, 2023

By:
Name Typed: _____
Title: _____
Date: _____, 2023

Appendix II Contract Price

Item	Description	Qty	Unit Price
CLIN1	Kick-Off meeting for following Co-engineering works	1	
CLIN 2	Co-engineering and IDR intermediate meeting	1	
CLIN 3	Electrical Demonstration Unit	1	
CLIN 4	Structure model	1	
CLIN 5	Flight model	1	
Contract Price			

COMPANY NAME:

AUTHORIZED SIGNATURE OR STAMPS:

DATE:

Appendix III Statement of Work (SOW)

Appendix IV PAYMENT SCHEDULE

PAY #	Milestone	Payment Percentage of Contract Price	Schedule (CED + x months)
PAY 1	CLIN 1: Kick-Off meeting for following Co-engineering works Delivery: DOC-02~ DOC-06	20 %	CED +1
PAY 2	CLIN 2: Co-engineering and IDR intermediate meeting Delivery: DOC-01~ DOC-08, SW-MM, SW-TM, SW-CAD CLIN 3: Electrical Demonstration Unit (EDU) Delivery: EDU, EIDP	30 %	CED +7
PAY 3	CLIN 4: Structural Model (SM) Delivery Delivery: SM, EIDP	15 %	CED +9
PAY 4	CLIN 5: Flight Model (FM) DRB and Delivery Delivery: DOC-01, DOC-08, DOC-09, Flight Model, EIDP	35 %	CED +13

Note: **CED** is the Contract Effective Date. **Delivery** means the hardware, software and documents arriving to NSPO's job site.

Appendix V Contractor's Account Information

Beneficiary's Bank Name	
Bank Address	
Swift Code/BIC	
IBAN (Required if remit to European Country)	
Beneficiary's Name	
Beneficiary's A/C No	
Beneficiary's Address	

Appendix VI Certificate of Warranty

We, _____, provide one year warranty from the date of NSPO's Acceptance, for the NSPO-P-111421 Contract Line Items. During the warranty period, any defective items owing to our responsibility shall be returned to us at our expense and risk. We shall immediately take any necessary action to perform all repair or replace actions and return the defective items to NSPO at our expense and risk.

Contractor's Representative

By:

Typed Name:

Title:

Date: