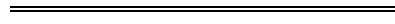


**Request for Proposal for
the Development of
Reference Source System for GOCI-II
(Geostationary Ocean Color Imager-II)**

January, 2016



Korea Aerospace Research Institute
169-84 Gwahak-ro, Yuseong-gu, Daejeon 305-806, Korea
<http://www.kari.re.kr>



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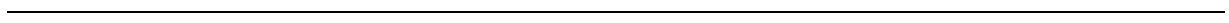


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1. Terminology

Unless otherwise specified elsewhere, the following terms as used herein shall have the meaning as assigned to them:

Bid means a solicitation of KARI for the submittal of the Proposal in response to the RFP.

Bidder(s) means person(s) or corporation(s) who submits the Proposal in response to the RFP.

Contract means a legal agreement to be executed between KARI and Contractor for the Joint-development of the GOCI-II for the GEO-KOMPSAT-2B pursuant to the RFP.

Contractor or **GOCI-II Contractor** means the party selected by the KARI from among the Bidders who has entered into the Bid.

GOCI-II or **Geostationary Ocean Color Imager II** means the GOCI-II System to be jointly developed by the awarded Contractor and KARI for the GEO-KOMPSAT-2B satellite.

KARI means Korea Aerospace Research Institute.

Proposal means any set of documents effectively submitted by a Bidder in response to this RFP.

RFP or **Request for Proposal** means all documents, including those attached or incorporated by reference, used for soliciting Proposal.

Successful Bidder means the Bidder selected by the evaluation committee who is expected to proceed with the Contract negotiations and any other subsequent activities for the formalization of the Contract.

System is a functioning entity comprising two or more subsystems, and described by a system specification. GOCI-II System.

TBC means “To Be Confirmed” by KARI.

TBD means “To Be Determined” by KARI.

TBR means “To Be Resolved” mutually by KARI and the Contractor.

2. Instruction to Bidder

2.1 Structure of the RFP

This RFP consists of the following Parts:

1. Terminology
2. Instruction to Bidders
3. Descriptions and Requirements of the characterization source system
4. Statement of Work

Annex

- | | |
|----|--------------------------------|
| A1 | Contents of Suggested Proposal |
| A2 | Evaluation of the Proposal |

2.2 Qualification of Bidders

- 2.2.1 Bidder should have direct knowledge and first-hand experience in designing, manufacturing, integrating, testing of RSS including solar simulator. Bidder shall have at least five (5) years of experience in the above fields as a prime contractor. Bidder shall be able to lead and take responsibility of all the RSS development activities. Consortium cannot be allowed in this bidding.
- 2.2.2 The qualification of Bidders is solely KARI's decision, and disqualified or unsuccessful Bidders shall not raise any objection regarding KARI's decision thereupon.

2.3 Submission of Proposal

2.3.1 Proposal Documents

Bidders shall submit their Proposals in the following five (5) Volumes as presented in Annex A1, Contents of Suggested Proposal, with any other required certificate and evidences under the RFP.

- Volume 1. Executive Summary
- Volume 2. Technical Proposal
- Volume 3. Statement of Work Proposal
- Volume 4. Management Proposal
- Volume 5. Price Proposal

A4 or letter-size paper shall be used (foldout is counted as 2 pages).

2.3.2 Number of Copies

Bidder's proposal except for the Volume 5 (Price Proposal) shall be submitted in seven (7) hardcopies. In addition, one (1) DVD-ROM disk or USB memory stick containing the electronic files of the Proposal in Portable Document Format (PDF) shall be submitted.

For the Volume 5 (Price Proposal), one (1) hardcopy shall be submitted in separate sealed envelope.

2.3.3 Bid Closing Date

The closing date and time for the Proposal is specified in the cover letter of this RFP. If any part of the Proposal required under this RFP is submitted after the closing time, the entire Proposal will not be accepted and will be excluded from further consideration.

2.3.4 Method of Submittal

The Proposal shall be hand-carried to the following KARI personnel or his designee:

Mr. Jung-Nam Cho
Procurement Team
Korea Aerospace Research Institute
169-84 Gwahak-ro, Yuseong-gu,
Daejeon 34133, Korea
Tel) 82-42-860-2613
E-mail) jncho@kari.re.kr

The Price Proposal shall be in a separate envelope.

2.3.5 Point of Contact

KARI's point of contact for contractual matter is the same as in section 2.3.4.
KARI's point of contact for technical matter is as follows;

Dr. Gmsil KANG
Payload Electronics Team
Korea Aerospace Research Institute
169-84 Gwahak-ro, Yuseong-gu,
Daejeon 34133, Korea
Tel) 82-42-860-2713
E-mail) wimikgs@kari.re.kr

2.3.6 Statement of Compliance

Bidders shall state any compliance or non-compliance with respect to the requirements and instructions of this RFP.

2.4 Bidding Schedule

2.4.1 The following schedule is a tentative milestone for the eventual Contract and may be changed at KARI's sole discretion:

[1] Any questions on the RFP shall be directed to the contractual point of contact as specified in paragraph 2.3.4 and 2.3.5. KARI will provide answers within a week by e-mail. For

the issues questioned by a bidder but every bidders should be aware of, KARI will answer not only to the bidder who raised the question but also to all the other bidders.

[2] Bid Closing Date: Refer to the announcement of the RFP release

[3] Selection of the Successful Bidder and next ranking Bidder:

KARI will notify the successful bidder and the next ranking bidder just after selection of the successful bidder by the special committee for the evaluation.

[4] Contract Negotiation:

KARI will notify the date when the negotiation starts. KARI and successful bidder shall have a negotiation at KARI site for 7 days (calendar day), then KARI and successful bidder shall come to agreement. If the negotiation cannot be agreed within 7 days of calendar day, KARI will not negotiate anymore and will start negotiation with the next ranking bidder.

2.4.2 If KARI and Successful Bidder fail to agree on the terms and conditions for the eventual Contract, KARI will proceed the Contract negotiations with the Bidder of the second rank without any obligations to the Successful Bidder. The negotiation process will be continued with the Bidders of the next rank under the same condition defined in the paragraph 2.4.1 [4] until the terms and conditions acceptable to KARI are reached.

2.5 Validity of Proposal

Proposals shall be valid for one (1) year from the Bid Closing Date. Upon KARI's written request the validity of the proposal shall be extended by six (6) months.

2.6 Bid Bond

2.6.1 Amount of Bid Bond

Bidder shall establish a bid bond in favor of KARI not later than the Bid Closing Date and submit the certificate to KARI along with its Proposal. The total amount of the bid bond shall be at least five (5) percent of the total bidding price. The bond shall remain valid until three (3) months from the Bid Closing Date.

2.6.2 Bid Bond Establishment Method

The bid bond in Section 2.6.1 hereinabove shall be in the form of an irrevocable letter of credit by the Woori Bank Daejeon Branch (address: 29 Munye-ro, Seo-gu, Daejeon, 35241 Korea, Tel: +82-42-488-9704). The bond shall be available by KARI's draft at sight drawn on the Bank, accompanied by the statement of KARI stating that Bidder has refused to enter into a Contract with the terms and conditions in the Proposal as amended, if any, that Bidder has hindered the fair bidding by fraud or misrepresentation, or that Bidder has withdrawn its Proposal after the Bid Closing Date. The bid bond shall contain the substantial part of the terms and conditions of the bond, date of establishment, account, amount, payment terms, and date of expiry, etc.

2.6.3 Bid Bond Return

The bid bonds except for those of the Successful Bidders within the rank determined by the special committee will be released upon the instructions of KARI to the unsuccessful Bidders, without interest, promptly after the special committee's determination of the Successful Bidders rank. The bid bonds of the Successful Bidders within the rank shall be likewise released only when KARI decides not to enter into a Contract after negotiation.

2.6.4 Contractor's Bid Bond

When the Contract is executed, the bid bond shall be included in the performance bond.

2.7 Modifications

2.7.1 After the Bid Closing Date, Bidders shall not amend, modify, or supplement the Proposal, or submit any other documents to KARI without KARI's written request.

2.8 No Contractual Obligation

2.8.1 This RFP shall not be interpreted as an offer for a Contract or any type of guarantee by KARI. It is KARI's sole discretion whether or not to allow the Contract award to any Bidder. KARI owes no responsibility or obligation to select the Contractor among Bidders.

2.8.2 This solicitation for the Proposal shall neither be construed to create an obligation on KARI to enter into a contractual instrument, nor shall it serve as a basis for any claim for reimbursement of costs for the effort to prepare, submit, amend, revise or supplement the Proposal, and other related documents, expended by Bidder regardless of whether or not Bidder is successful in receiving an award as a result of the solicitation.

2.9 Acceptance/Rejection of Bids

KARI reserves the right to accept or reject any Bid, and to amend the Bidding process and reject all Bids at any time prior to the award of the Contract without thereby incurring any liability to the affected Bidder(s), nor is KARI under any obligation to inform the affected Bidder(s) of the background for its action.

2.10 Evaluation of Proposal

The evaluation of the Proposals will be made by Korean evaluation committee. The guideline of the evaluation is described in Annex A2, which are for information only, and the evaluation committee reserves the right to modify the guidelines without any prior notification to Bidders.

2.11 Selection of Successful Bidder

- 2.11.1 The Successful Bidder will be selected by the evaluation committee among the Bidders subject to the evaluation of the Proposals.
- 2.11.2 When the Successful Bidder is notified, the Bidder in the next ranking and unsuccessful Bidders will also be notified. Contract negotiation will be started with the Successful Bidder, and in the event mutually agreeable terms and conditions are not reached with the Successful Bidder in 7 days (calendar day), KARI may proceed with the Contract negotiations with the next ranking Bidder without undertaking a new bidding process.
- 2.11.3 In case KARI initiates the Contract negotiations with the next ranking Bidder as specified in Section 2.11.2 above, the Bidder shall occupy the position as Successful Bidder and assume any obligations imposed upon the Successful Bidder under this RFP.

2.12 Language and Measurement Unit

- 2.12.1 The Proposal and any documents submitted to KARI under the RFP and communication shall be made in English and measurements and quantities shall be in "Système Internationale" (SI) system of units.
- 2.12.2 The primary language for the Contract shall be in English.

2.13 Pricing Requirements

- 2.13.1 Any currency quoted in the Proposal shall be expressed in U.S. dollars and shall be broken down.

2.14 Withdrawal of Proposal

Bidder may withdraw its Proposal at any time before the Bid Closing Date. Withdrawal shall be made in written form, and shall be received by KARI before the Bid Closing Date.

2.15 Property of Proposal

All documents including proposal, data or information in any type of media submitted in response to the RFP shall become the property of KARI even when the bidder may withdraw its proposal specified in section 2.14.

3. Descriptions and Requirements of Characterization Source System

3.1 Description of characterization source system for solar diffuser characterization of GOCI-II

GOCI-II, which is under development, is a next generation of GOCI (Geostationary Ocean Color Imager), the 1st ocean color imager in the world operating on the geostationary orbit. GOCI has been monitoring ocean color around the Korean Peninsula in order to detect, monitor, quantify, and predict short term changes of coastal ocean environment for marine science research and application purpose.

- In-orbit solar calibration using on-board calibration device

There are on-board calibration devices which are called SD (Solar diffuser) in the GOCI-II for in-orbit solar calibration.

Purpose of the on-board calibration device is to acquire the SUN image which will be used as known reference uniform source for radiometric calibration.

- Characterization of on-board calibration device using the GOCI-II

Scattering characteristics of the on-board calibration device will be measured along solar incident angle defined in Fig. 3.1.1.

For characterization of scattering of SD, the GOCI-II will acquire the image of solar simulator with open view and SD view. The image of solar simulator captured by GOCI is provided in Fig. 2.

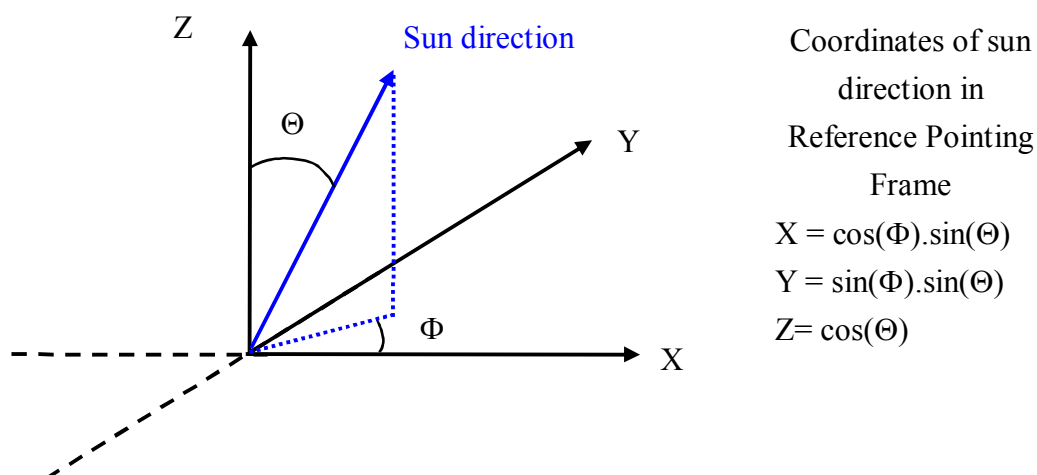


Figure 3.1.1. Definition of incident angle

3.2 Requirements of reference source system for solar diffuser of GOCI-II

[RSS-100] Reference source system (RSS) for SD (solar diffuser) characterization shall consist of solar simulator and moving system of solar simulator.

[RSS-110] RSS shall be compatible with ISO5 (Class 100) defined in ISO 14644-1 cleanroom standards in ambient condition.

[RSS-120] It shall be possible to detach the solar simulator from the moving system and the solar simulator shall be possible to operate solely.

[RSS-130] Power for solar simulator and moving system : 200V ~ 240V, 50Hz/60Hz

[RSS-140] Minimum length of power cables for RSS shall be 10 meter.

[RSS-150] Control system for RSS (solar simulator and moving system) shall be provided. (such as computer on moving desk)

[RSS-200] The solar simulator of RSS shall simulate the solar spectral irradiance at Geostationary orbit. Therefore its output shall be 1 SUN with AM0 filter.

[RSS-210] The solar simulator of RSS shall provide spectral region from 300 nm ~ 1100 nm with Ozon free.

[RSS-220] The solar simulator of RSS shall provide the geometrical sun with 0.5 degree (full angle) angular size which means field angle of output image.

[RSS-230] The solar simulator of RSS shall illuminate a target larger than 400mm diameter circle.

[RSS-240] The solar simulator of RSS shall have attenuation function of output irradiance from 1 ~ 1000 continuously. Minimum number of distinct attenuation level shall be larger than 100 step. (1,20,30, ..., 980, 990,1000)

[RSS-250] Non-uniformity of spatial irradiance of the solar simulator shall comply with Class A according to ASTM 927-05 standard. Therefore, non-uniformity of spatial irradiance of the solar simulator shall be less than 3%. This requirement shall be verified with respect to ASTM E927-50 Standard Class.

[RSS-251] Non-uniformity of spatial irradiance defined by RSS-250 shall be kept with attenuation.

[RSS-270] Spectral match of the solar simulator shall be class A according to ASTM 927-05 standard. This requirement shall be verified with respect to ASTM E927-50 Standard Class.

[RSS-271] Spectral match of the solar simulator shall be kept with attenuation.

[RSS-280] Temporal instability of irradiance shall comply with Class A according to ASTM 927-05 standard. This requirement shall be verified with respect to ASTM E927-50 Standard Class.

[RSS-281] Short term temporal instability of irradiance shall be less than 0.2% during 30 minutes. This requirement shall be verified with respect to ASTM E927-50 Standard Class.

[RSS-282] Mid term temporal instability of irradiance shall be less than 0.5% during 12 hours. This requirement shall be verified with respect to ASTM E927-50 Standard Class.

[RSS-283] Long term temporal instability of irradiance shall be less than 1% during 24 hours. This requirement shall be verified with respect to ASTM E927-50 Standard Class.

[RSS-284] Repeatability of irradiance shall be less than 1%.

[RSS-290] The solar simulator of RSS shall provide a monitoring function of output power variation. The output power stability (irradiance) shall be monitored within $\pm 0.1\%$ accuracy.

[RSS-300] The solar simulator of RSS shall provide the shutter configuration to acquire dark measurement with the lamp ON.

[RSS-310] Aiming cube on the solar simulator shall be implemented on the top of solar simulator and LOS (Line of Sight) shall be characterized with respect to this cube.

[RSS-320] Protecting cover for aiming cube shall be provided.

[RSS-320] Working distance for the solar simulator is 3m (TBC).

[RSS-500] Moving system for RSS shall provide automatic movement of solar simulator along 3 axis as follows;

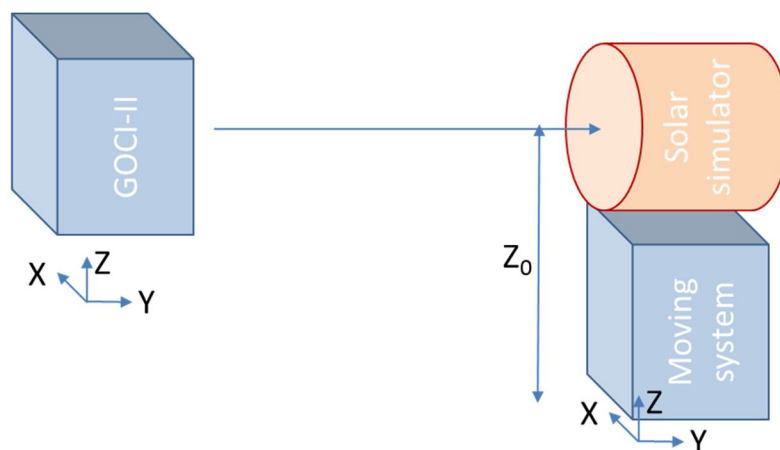


Fig. 3.2.1 Overview of test configuration of solar diffuser using the RSS

Z₀: nominal position of Z axis, 1.5m (TBC)

X₀: nominal position of X axis which will be center of the solar simulator

Y₀: nominal position of X axis which will be center of the solar simulator

ΔZ: displacement with respect to Z₀, ±0.2m (TBC)

ΔX: displacement with respect to X₀, ±0.3m (TBC)

ΔY: displacement with respect to Y₀, ±0.3m (TBC)

Rotation around Z axis: ±15 degree (TBC)

Rotation around X axis: ±15 degree (TBC)

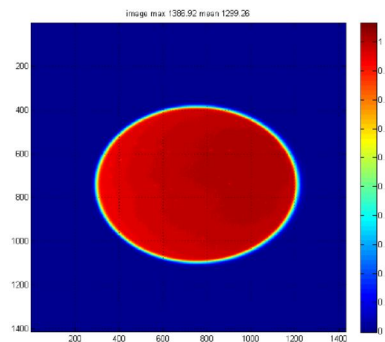


Fig.2 Example of image capture of solar simulator by the GOCI at zero theta angle (around 0.52 degree)

[RSS-510] Moving system for RSS shall be equipped with caster and fixation system.

4. Statement of Work

4.1 Scope of Work

Contractor shall provide design description of RSS before manufacturing in order to check compliance for requirement specifications.

Contractor shall provide test methods with detailed description for requirement specifications.

4.2 Manufacturing Schedule

Contractor shall provide overall schedule for RSS development.

Final design for RSS shall be reviewed by KARI before manufacturing in CDR phase.

4.3 Delivery items

All H/W, S/W and documents related to the operation of RSS shall be delivered to KARI.

Table 1. H/W and S/W Deliverables

No.	Description	Quantity	Delivery Date (Week)
1	RSS (Solar simulator + Moving system)	1 set	EDC + 28 W
2	S/W for solar simulator operation	1 set	EDC + 28 W
3	S/W for moving system	1 set	EDC + 28 W
4	Reusable shuttle case for transporting	1 set	EDC + 28 W
5	Lamp spare	2 set	EDC + 28 W
6	Control system including moving desk	1 set	EDC + 28 W

Table 2. CDRL (Contract Data Requirements List)

No.	Description	Delivery Date (Week)
1	Design documents for CDR review	CDR – two weeks
2	EIDP (3D drawings for interface)	EDC + 28 W
3	Operation manual for Solar simulator	EDC + 28 W
4	Operation manual for moving system	EDC + 28 W
5	Test reports for all requirement specifications	EDC + 28 W
6	Procedure for packing/unpacking transport configuration	EDC + 28 W

4.4 Training program

Contractor shall provide training program for RSS operation for three persons.

4.5 Final Acceptance Test (FAT)

RSS shall be fully verified through FAT in manufacturer site before delivery. Tests results shall be presented by the Contractor, and the EIDP (End Item Data Package) shall be approved by KARI.

4.6 Incoming test

Contract shall define test items for incoming test and shall perform incoming test in KARI site.

4.7 Warranty

Notwithstanding the prior inspection or Final Acceptance by KARI, Contractor warrants that:

- 4.7.1 RSS system shall be in good working order and free from all defects in workmanship and materials and shall comply with the requirements of this Contract. Such warranty shall continue during two years (TBC) after final delivery.
-

- 4.7.2 Upon the receipt of written notification from KARI that any Deliverable Item provided by Contractor is defective or non-conforming, Contractor shall repair or replace, at Contractor's expense within a month.

ANNEX

A1. Contents of Suggested Proposal

A1.1 Volume 1 : Executive Summary

This volume shall include the summary of the Volumes 2, 3 and 4. The summary of “Statement of Compliance” in table A1-1 shall be provided in tabular form. It shall include all requirements and instructions in section 3 and 4.

For the PC and NC of Terms and Conditions requirements, detailed explanation shall be described in the Remarks column. The depth of description will directly affect the evaluation score.

No price information shall be included in Volume I. And the bidder shall submit E/L(Export License) acquiring plans, if needed.

Table A1-1 Statement of Compliance Format

RFP Sections	Descriptions	Proposal Sections	Compliance Status	Remarks
RFP section	Title or contents	Proposal section and page number	C: Fully comply NC: Not comply PC: Partial comply	Key performance, summary shall be Described

A1.2 Volume 2 : Technical Proposal

Bidder shall describe this chapter in compliance with RFP requirements.
Bidder shall describe this technical proposal with as many illustrations as possible to make it clear.

- 2.1 Suggested RSS Design Description**
- 2.2 Compliance Description to the RSS Requirements**
- 2.4 RSS Test Plans**
- 2.5 RSS Verification Matrix**

Table 1. CSS Verification matrix

RFP req.	Verification Item	Description	Verification Method (Inspection, Similarity,	Remark

			Analysis, Test, Demonstration)	

A1.3 Volume 3 : Statement of Work Proposal (Joint Development Proposal)

3.1 Scope of Work

3.2 Manufacturing schedule

3.3 Delivery items

3.4 Training Program

3.5 FAT

3.6 Incoming Test

3.7 Warranty

A1.4 Volume 4 : Management Proposal

4.1 General

4.1.1 Introduction of the Company

- General organization and company's resources including financial structures and status

4.2 Technical Management

4.2.1 RSS Project Management Plan

4.3 Human Resources Management

4.3.1 Human Resources Management Plan

4.4 Technical Heritage Directly Related to RSS

4.5 Schedule Plan

A1.5 Volume 5 : Price Proposal

This volume shall contain a firm and fixed price offer to perform the work specified in "Statement of Work Scope" supported by a detailed cost breakdown.

5.1 Suggestion of the Payment Schedule

Bidders shall propose Progress Payment Schedule conforming to major milestones on the Program Schedule.

A2. The Evaluation of the Proposal

A2.1 General

The evaluation of the Proposals will be performed by the evaluation committee in KARI. The following evaluation guidelines are for information only and the evaluation committee reserves the right to modify the guidelines without any prior notification to Bidders.

A2.2 Principles of Evaluation

A2.2.1 The evaluation shall be made based only on the Proposal. The submitted proposal will be evaluated for both the technical part and the price part as a whole according to a firm and fix policy (No BAFO: Best And Final Offer). The technical parts shall be evaluated first, and then only proposals which meet the minimum requirements confirmed by the evaluation committee shall be selected. The price proposals of the selected proposals shall be opened and the points which are evaluated with respect to the lowest price proposal and the technical points shall be summed. The ratio between the technical points and the price points shall be between 70:30 to 90:10, and the exact ratio shall be decided by KARI.

A2.2.2 The result of the evaluation is at the proposal evaluation committee's discretion based on the evaluation process and any Bidders shall not raise any objection regarding proposal evaluation committee's decision thereupon.

5. General Terms and Conditions

Preamble

This Contract is made on _____, 2016 by and between Korea Aerospace Research Institute (“KARI”) established under the law of the Republic of Korea with its principal office at 169-84 Gwahak-ro, Yuseong-gu, Daejeon 34133 Korea, and _____ (“Contractor”) established under the law of _____ with its principal office at _____.

Witnesseth

WHEREAS, KARI has undertaken the task of implementing the GOCI-II payload system development program;

WHEREAS, KARI acknowledged the necessity of design and installation of the reference source system which is equipped with a solar simulator for characterization of on-board calibration devices of the GOCI-II;

WHEREAS, Contractor represents that it has direct knowledge and first-hand experience in developing, manufacturing and supplying the reference source system.

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, KARI and Contractor have agreed as follows:

Article 1. Definition

In this Contract, the following words and phrases shall have the meanings as indicated below, unless the context wherein they are used clearly indicates another meaning:

- 1.1 **Associates** mean all individual or legal entities organized under public or private law, who shall act, directly or indirectly, on behalf of KARI or Contractor, or at the direction of either Party to this Contract to fulfill the obligations undertaken by such Party in this Contract, including, without limitation, the employees of each Party, their suppliers and Subcontractors.
 - 1.2 **Contract** means this Contract for the development of the reference source system for characterization of on-board calibration devices of GOCI-II including Appendices as attached hereto, and all amendments that may be subsequently agreed to by the Parties in accordance with the terms and conditions of this Contract.
 - 1.3 **Contractor** means_____.
 - 1.4 **Contract Price** means the amount of Contract. If there is any change in Contract Price due to any reason, then the Contract Price means current total amount of Contract.
 - 1.5 **Deliverable Data** means any technical data as enlisted in Appendix B-1 "Statement of Work" that Contractor shall deliver to KARI and any related data thereof under this Contract.
 - 1.6 **Deliverable (Delivery) Item(s)** means RSS including Solar simulator and Moving system, Deliverable Data, and information as enlisted in Appendix B-1 "Statement of Work" that Contractor shall deliver to KARI.
 - 1.7 **EDC** means the Effective Date of this Contract.
 - 1.8 **Event(s) of Force Majeure** means any act of God, war, whether or not declared, act or failure to act of any government in its sovereign capacity, fire, earthquake, flood, epidemic, quarantine, nuclear incident, or any other act beyond the reasonable control and without the fault of either Party or its Subcontractors.
 - 1.9 **Factory Acceptance** means KARI's pre-shipment inspection or audit including the testing activities for Deliverable Item at Contractor's facility.
-

- 1.10 **KARI** means Korea Aerospace Research Institute.
- 1.11 **RSS** means Reference source system including solar simulator and moving system of solar simulator.
- 1.12 **Party** or **Parties** means KARI or Contractor, or both, according to the context.
- 1.13 **Incoming Test and Acceptance** means final acceptance by KARI of the Deliverable Item at KARI site in accordance with Article 12 “ Incoming Test and Acceptance”.
- 1.14 **Subcontract** means any subcontract, including purchase orders and all similar forms of agreements at any tier under this Contract.
- 1.15 **Subcontractor** means a contractor under any Subcontract including suppliers and vendor.
- 1.16 **Third Party(ies)** means any individual or legal entity other than the Associates and the Parties.
- 1.17 **Work(s)** means whole or any part of the work, but not limited to review meeting, delivery, installation, test, training, warranty and maintenance, to be executed by a Contractor in accordance with this Contract.
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Article 2. Objective

- 2.1 The objective of this Contract is to procure the reference source system including solar simulator for characterization of on-board calibration devices of GOCI-II. To accomplish this objective, Contractor shall perform all the Works under this Contract required for design, manufacture, test, installation, training, warranty and maintenance as well as the delivery of Deliverable Item to meet the requirements and specification of this Contract.

Article 3. Contract Documents

- 3.1 This Contract shall comprise the following documents, as amended from time to time by written agreement by and between both Parties:

[A] Terms and Conditions

[B] Appendices

B-1. Statement of Work

B-2. TBD

B-3. TBD

B-4. TBD

- 3.2 In the event of any inconsistency or discrepancy between or among the Contract documents as listed in Article 3.1 above, the Contract documents shall be applied in the decreasing order of precedence.
- 3.3 In the event of any dispute or difference between the Parties in the interpretation of this Contract as a result of the application of the Appendices as specified in Article 3.1, Contractor's Proposal dated _____ submitted to KARI in anticipation of this Contract in response to KARI's Request for Proposal dated _____ shall be used as a reference document to identify and clarify the intention and understanding of the Parties as contemplated in this Contract, and both Parties shall in good faith seek an agreement or a compromise acceptable to both Parties without modification or amendment to this Contract.
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Article 4. Contract Price

- 4.1 For the full, satisfactory and timely performance of the Work by the Contractor in accordance with the provisions of the Contract, KARI hereby agrees to pay to the Contractor _____ USD (TBD), in accordance with the terms of payment as stipulated in Article 5 “Terms of Payment”.
- 4.2 The Contract Price as specified in Article 4.1 above shall be firm and fixed price that is not subject to any escalation or to any adjustment or revision by reason of the increase of actual costs incurred by Contractor in the performance of the Work under this Contract, unless otherwise agreed to by both Parties under Article 20 “Changes”.
- 4.3 The Contract Price as specified in Article 4.1 above shall be comprised of the following items.

Items	Qty	Price (USD)
RSS(Solar simulator + Moving system	1set	
S/W for solar simulator operation	1set	
S/W for moving system	1set	
Reusable shuttle case for transporting	1set	
Lamp spare	2set	
Control system including moving desk	1set	
Total		

- 4.4 All banking charges incurred in Korea shall be borne by KARI and those charges incurred outside Korea shall be borne by Contractor.
-

Article 5. Terms of Payment

5.1 Payment Schedule

5.1.1 Payment shall be executed after the establishment of performance bond in accordance with Article 6 “Performance Bond”.

5.1.2 KARI shall pay to Contractor the Contract Price as stipulated in Article 5.1 in accordance with the following schedule:

No.	Payment milestone (in Month)	Payment due date	Payment (USD/€)	Percentage of Contract Price (%)
1	EDC	EDC+ 1M		
2				
3				
4				
5				
Total				100 %

* “EDC” means the Effective Date of this Contract in accordance with Article 22.1 “Effective Date of Contract”.

5.2 Billing Procedure

5.2.1 All invoices Contractor submits for payment shall be in duplicate signed by an authorized company official and received by KARI at least thirty (30) days before the payment due dates as specified in Article 5.1.

5.2.2 All payments shall be made in US dollars by telegraphic transfer to the bank account as designated by Contractor in its invoices. And KARI shall remit the payment within thirty (30) days after KARI’s receipt of Contractor’s invoice.

5.3 Suspension of Payment

5.3.1 Notwithstanding any provisions of this Contract, if any payment milestone as set forth in Article 5.1.2 has not been accomplished for any reasons attributable to Contractor, KARI may, with an advance notice, suspend such payment due until both Parties agree that the delayed payment milestone has been accomplished.

5.3.2 In the event of KARI's suspension of payment under Article 5.3, Contractor shall nevertheless continue to perform its obligations under this Contract regardless of whether KARI is entitled to suspend the payment.

5.4 Deduction of Payment

5.4.1 All losses, costs, charges, damages and expenses which KARI incurs or sustains by reason of any act, default or omission of the Contractor in the performance of the Contract and any other amounts which KARI is entitled to receive from the Contractor may be deducted from any payment that may be or become due to the Contractor from KARI.

5.4.2 A prior written notice given by KARI accompanied with documents stating the amount due to KARI referred to in Article 5.4.1 and the reason of deduction shall be prima facie evidence of the matters stated herein.

Article 6. Performance Bond

- 6.1 Contractor shall establish a performance bond within three (3) weeks after EDC in favor of KARI in the value of ten percent (10 %) of the Contract Price, in the form of an irrevocable and unconditional standby letter of credit available by KARI's draft at sight.
- 6.2 The entire amount covered by the performance bond shall be payable to KARI on demand together with KARI's written statement to the effect:
- (a) that there was a default of the Contractor in the performance of the Contract (including Subcontractor's default under the Subcontract), or
 - (b) that any amount KARI is entitled to receive from Contractor has not been paid by Contractor to KARI through any other means, or
 - (c) that this Contract was terminated by Contractor's breach as specified in Article 18.2.
- Whenever any amount has been withdrawn by KARI due to such cases of (a) and (b) as above, performance bond shall be replenished.
- 6.3 The letter of credit shall be issued by first class international bank acceptable to KARI. The letter of credit shall be drawn in favor of KARI and advised through the Woori Bank (Daejeon Branch at 29 Munye-ro, Seo-gu, Daejeon, 35241 Korea, Tel: +82-42-488-9704, (Ext. 312)/ Fax: +82-505-003-0759) and shall remain valid until the end of warranty expiration. The letter of credit shall not be amended, modified or canceled without KARI's prior written consent.
- 6.4 It is hereby agreed between the Parties that payment from the Performance Bond under this Article 6 shall not affect any other KARI's rights, privileges, interests or remedies under this Contract or the applicable law.
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Article 7. Deliveries

7.1 General

- 7.1.1 Contractor shall deliver Deliverable Item in accordance with the defined schedule and method as set forth in Appendix B-1 "Statement of Work" and the delivery shall be deemed to have occurred only when the Incoming Test and Acceptance has been successfully completed at KARI site.
- 7.1.2 Contractor shall bear any charges or costs of whatsoever nature that are incurred in relation to such delivery or provision until such delivery or provision is duly made under this Contract without any non-conformity and accepted in accordance with Article 12 "Incoming Test and Acceptance" hereof, and shall keep KARI free from any such charges and costs.
- 7.1.3 Contractor agrees that delivery or provision of time and place under this Contract, whether specifically provided for or not, or in subsequent amendments thereto, are of the essence of this Contract.
- 7.1.4 Contractor shall be responsible for all applicable taxes imposed outside Korea including any customs duties and charges of any nature levied on Deliverable Item, spare parts, spare materials, tools, consumables and ancillary equipment as well as any charges associated with the transportation.

7.2 Delivery to KARI

- 7.2.1 Contractor shall deliver Deliverable Item under the rule of DAP (Delivery At Place in accordance with the Incoterms 2010) KARI in accordance with the delivery schedule of this Contract.
- 7.2.2 To obtain import certification, Contractor shall notify KARI by e-mail (address is "wimikgs@kari.re.kr" for Ms. Gm-Sil KANG and "jncho@kari.re.kr" for Mr. Jung-Nam CHO) fourteen (14) calendar days prior to each shipment with one set of proforma invoice and packing list specifying the number of boxes, name of Items, unit price, and size and volume of each container or box to be shipped. As soon as each shipment as provided for in this Article is made, Contractor shall send one (1) copy of the following shipping documents to KARI by e-mail;
- (a) Clean on board vessel bill of lading/or airway bill of lading,
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- (b) Commercial invoice,
- (c) Packing list,
- (d) Weight and measurement list,
- (e) Manufacturer's Inspection Report,
- (f) Certificate of Origin, and
- (g) Export License (if possible).

Article 8. Delay

8.1 Excusable Delay

8.1.1 Neither Party shall be responsible to the other Party for any delay in performing its obligations under this Contract due to any Events of Force Majeure.

8.1.2 The Party whose performance of obligations hereunder has been affected by any Events of Force Majeure shall notify the other Party within ten (10) days thereafter by sending a detailed statement and sufficient evidence with respect thereto, and promptly of any subsequent change in the circumstances, if any. The affected Party shall exercise its best efforts under the circumstances to remove or remedy the Events of Force Majeure and the effects thereof and resume full performance hereof as soon as possible.

8.1.3 Notwithstanding Article 8.1.1 hereof, any such delay that has not been notified to the other Party or any delay of performance of the affected Party falling due after delay, failure or incompleteness in exercising the pertinent best efforts to remove or remedy the pertinent Events of Force Majeure or the effects thereof pursuant to Article 8.1.2 hereof shall not be excused for any reason whatsoever.

8.1.4 The Party who has received or is entitled to duly receive the notice of Events of Force Majeure under Article 8.1.2 hereof may suspend performance of its obligations which shall be due subsequent to such Events of Force Majeure, until the other Party has effected such delayed performance to the full extent after and in view of such Events of Force Majeure.

8.2 Non-Excusable Delay

8.2.1 In the event that, unless otherwise excused by virtue of this Contract, any reason attributable to KARI or the governing or applicable law, Contactor delays the provision or delivery of Deliverable Items as stipulated under this Contract, Contactor shall pay for damages as defined in the Article 8.2.2 to KARI as a result of such delay.

8.2.2 Contactor acknowledges and agrees that the timely provision or delivery of the Deliverable Item as stipulated under this Contract or its performance of other obligations under this Contract is essential to KARI, and that such delay as provided for in Article 8.2.1 hereof may cause substantial financial loss or damage to KARI's

rights, interests, privileges and benefits, which may not be assessable or recoverable. Both Parties therefore specifically agree that in the event of such loss or damage caused by delay attributable to Contractor, its Subcontractor or any of its agents, Contractor shall pay KARI as liquidated damages zero point one five percent (0.15%) of Contract Price per day of such delay. In no case, however, shall the aggregated liquidated damages exceed ten percent (10%) of Contract Price. It is also agreed by both Parties that KARI shall be entitled to terminate this Contract for Contractor's breach, only if the aggregated liquidated damages under this Article, excluding those days of delay excused by KARI in writing, exceeds ten percent (10%) of the Contract Price.

- 8.2.3 This Article shall not affect other remedies, rights, privileges, interests, benefits of KARI under this Contract or the governing or applicable law. Contractor agrees that any right of KARI under this Article is not an alternative or substitute to other remedies, rights, privileges, or interests of KARI, and that Contractor's correction of such defect or non-conformity under this Article does not relieve Contractor from any liability to KARI which may arise under this Contract of the governing or applicable law as a result of such defect or non-conformity.
- 8.2.4 For the purpose of this Article, any action or omission of Contractor's Subcontractor, agent, or servant, de facto or de jure, shall be deemed to be Contractor's own.
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Article 9. Taxes and Duties

- 9.1 In the event taxes are charged in Korea, KARI shall be fully responsible for payment of such taxes. Contractor shall be fully responsible for the payment of all applicable taxes imposed outside Korea including any customs duties and charges.
- 9.2 Neither Party shall be responsible for paying the customs duties, and related taxes, fees, or charges for the personnel and the personal belongings of the other Party.
- 9.3 The Contractor shall further comply with instructions KARI may issue from time to time in order to facilitate any exemptions or reductions from customs duties and other taxes that might be levied on KARI and shall impose the same obligations on its Subcontractors.
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Article 10. Intellectual Property

- 10.1 KARI shall own and have a right to use, without any obligation, all the Deliverable Items provided by Contractor in its performing this Contract. Contractor shall take all necessary precautions so that all the Deliverable Items supplied hereunder shall be free from infringement of any patent, design patent, trademark, utility model or any other industrial property right, copyright, license or any other right thereunder of any Third Party.
- 10.2 In the event that any Party other than Contractor claims or threatens to claim infringement by KARI with respect to such use of the Deliverable Items, Contractor shall defend, hold harmless, and indemnify KARI from such infringement claims.
- 10.3 This Article will survive the completion of the Contract, any termination, cancellation or expiration of the Contract in any manner whatsoever.
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Article 11. Factory Acceptance

- 11.1 The Factory Acceptance of RSS shall occur only after:
- (a) all specified tests to be performed by the Contractor under the Contract for the RSS have been completed in accordance with the Contract; and
 - (b) the Contractor has demonstrated to KARI that the RSS meets the specifications and requirements in this Contract; and
 - (c) all Works and conditions under the Contract to be fulfilled by the Contractor prior to the shipment of RSS have been met,
- in which case KARI shall accept, in writing, the RSS subject to the provisions set forth below.
- 11.2 Subject to the conditions as set forth in Article 11.1 above, a Factory Acceptance of shall be occurred only when the FAT (Final Acceptance Test) has successfully completed at Contractor site in accordance with Appendix B-1 "Statement of Work". After the FAT, KARI's authorized representative shall notify the result of FAT in writing. If KARI determines that RSS is unacceptable, it shall notify the Contractor, in writing, the reasons therefore.
- 11.3 If RSS is determined to be unacceptable, Contractor shall, at its expense, promptly repair or replace RSS so that it shall comply with the Contract specifications and requirements, and Contractor shall hold the additional FAT of such repaired or replaced RSS for KARI's confirmation. The Contractor shall present to KARI the root cause and the result of such repair or replacement on the additional FAT. Such repaired or replaced RSS shall be accepted in accordance with the requirements of Article 11.1.
- 11.4 For the FAT, KARI, at all times during the performance of this Contract, shall have the right to do the following activities at the Contractor's facilities or other relevant facilities under this Contract;
- (a) Access the Items, testing activities and data, related to, used for, prepared or generated in connection with this Contract, and
 - (b) Witness all qualification and acceptance testing of the Deliverable Items to be delivered or provided under this Contract including all tests used for the purpose of demonstrating qualification.
- 11.5 Contractor shall make such data and documentation, equipment and facilities available to KARI upon KARI's request and KARI's selection for such purposes. Contractor shall
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deliver copies of design and test data and other technical data, excluding financial data, required to evaluate technical problems or non-performance that may occur during the performance of this Contract. Such documentation and data shall also be available for KARI to make copies thereof.

Article 12. Incoming Test and Acceptance

- 12.1 Notwithstanding the successful FAT, the Contractor shall carry out Incoming Test of the Deliverable Item in KARI site. In the event that KARI discovers that any Deliverable Item provided or delivered pursuant to Article 7 "Deliveries" are defective or non-conformity during the Incoming Test, KARI shall promptly notify Contractor thereof and provided that such defect or non-conformity is not attributable to KARI, Contractor shall promptly remedy such defect or non-conformity and retest. In addition, if remedying such defect or non-conformity would substantially delay as compared to the period required to complete such substitution, Contractor shall promptly provide substitute Items. Upon the remedy of such defect or non-conformity that the requirements of this Contract are satisfied in all respects or upon the provision of substitute Items, Contractor shall notify KARI of the details of the remedy undertaken by Contractor.
- 12.2 After the Incoming Test, KARI's authorized representative shall notify the result of Incoming Test in writing. If KARI determines that RSS is unacceptable, it shall notify the Contractor, in writing, the reasons therefore. If such written Incoming Acceptance letter is not given to Contractor, within thirty (30) days after the Incoming Test of Deliverable Item, the Deliverable Item shall be deemed to have been accepted by KARI.
- 12.3 If RSS is determined to be unacceptable, both Parties shall jointly investigate the root cause and if the root cause is attributable to the Deliverable Item, then it shall be considered as non-delivery and Contractor shall, at its expense, promptly repair or replace RSS so that it shall comply with the Contract specifications and requirements. Such repaired or replaced Item shall be accepted in accordance with the requirements of Article 12.1 and 12.2.
- 12.4 The Parties agree that the acceptance of the Deliverable Item under this Article shall not be interpreted or construed to mean that such Item is free of all defects and conform in all respects with the requirements of this Contract, and Contractor shall not be entitled to any additional costs incurred or to recover any damages suffered due to defects in the Item or KARI's rejection of the Item.
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Article 13. Training

- 13.1 Contractor shall provide KARI a training program of RSS operation for three (3) persons without additional cost and notify KARI of the details of a training program prior to execution. KARI shall notify Contractor of acceptance or impossibility within thirty (30) days from the receipt date of notice.
- 13.2 In case KARI notify Contractor of its impossibility, Contractor shall notify KARI of reschedule after agreement between both Parties.

Article 14. Indemnification

- 14.1 Contractor shall indemnify and hold KARI, its officers, agents, servants, employees, subsidiaries, successors, and assignees, or any of them, harmless from any and all loss, damage, liability or expense resulting from damage to all tangible property and injuries including death, to all persons, in the circumstances caused by its act or omission in the performance of the Work, and shall pay all expenses, including reasonable attorneys' fees, and satisfy all judgments as may be incurred by or rendered against them, or any of them.
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Article 15. Licenses, Clearances and Permits

- 15.1 Unless otherwise specified in this Contract, each Party is responsible for obtaining all government approvals from any government authority which has jurisdiction and authority to require such approvals, including, but not limited to, licenses, visas, and permits necessary to carry out such Party's obligations in accordance with this Contract. KARI is responsible for obtaining any necessary Korean government approvals, and Contractor is responsible for all other government approvals.
- 15.2 The Parties shall cooperate and provide each other, upon request of and without cost to the other Party, all reasonable and necessary assistance in obtaining any and all governmental approvals, which they respectively are required to obtain pursuant to this Contract.
- 15.3 Each Party shall be solely responsible for any expenses incurred in obtaining the approvals, which are required under this Article. The Parties shall provide to each other, upon request of and without cost to the other Party, suitable documents or other reasonable evidence to show that they have obtained any and all governmental approvals, which they respectively are required to obtain pursuant to this Contract.

Article 16. Confidentiality

- 16.1 Each Party shall confidentially treat all documents, data, materials and information supplied by one to the other, and shall not disclose the above to any Third Party, and shall not use the above for any other purpose than for the performance of this Contract without prior written consent from the other Party. However, this Confidentiality obligation shall not be apply to the information which is made available to the general public.
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Article 17. Warranty

- 17.1 Any patent, utility, design, copyright, technical know-how and any other type of intellectual property used by Contractor, its Subcontractors, servants, or agents, or delivered or provided to KARI directly or indirectly in connection with this Contract shall be free of any infringement actions by any Third Party claiming its rights or interests with regard thereto in disposing with in accordance with this Contract.
- 17.2 The Deliverable Item supplied and performed by Contractor or its Subcontractors hereunder shall be in good working order and free from all defects in workmanship and materials and shall comply with the requirements of this Contract. Warranty period for the Deliverable Item shall be two (2) years from Incoming Test and Acceptance.
- 17.3 Upon the receipt of written notification from KARI that the Deliverable Item delivered by Contractor or its Subcontractors is defective or non-confirming, the Contractor shall repair or replace, at Contractor's option and its own expense, such Deliverable Item so as to comply with the above warranties.
- 17.4 The Contractor shall not be entitled to any additional costs (for instance, the cost for the repair or replacement of faulty parts at its option, the labor cost required for repair, traveling cost, per diem and all associated necessary costs) incurred or to recover any damages suffered due to defect in the Deliverable Item or rejection of the Deliverable Item by KARI.
- 17.5 Contractor shall submit the written plan for repair after the reception of KARI's notification of fault and shall completely finish the repair within thirty (30) days after the receipt of KARI's written notification of fault.
- 17.6 Both Parties acknowledge that the breach of a warranty may result in serious damages to KARI's right, interests, privileges, and benefits, de facto or de jure, or loss of KARI's profits. If a breach of warranty has not been cured within thirty (30) days from the date of KARI's written notification to Contractor of such breach, Contractor shall pay all the damages to KARI due to the breach of any warranty.
- 17.7 The right and remedies provided under this Article 17 are in addition to any other rights or remedies available to KARI under the Contract or applicable laws.
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Article 18. Termination

18.1 Termination for Events of Force Majeure

18.1.1 In the event that the excusable delay under Article 8 "Delay" exceeds three (3) months for any single Events of Force Majeure or six (6) months in the aggregate for all Events of Force Majeure, KARI, at its sole discretion, may declare frustration of this Contract, and terminate the whole or any part of this Contract by sending a three (3) days prior notice to the Contractor.

18.1.2 In the event this Contract is terminated by Article 18.1.1 above, each Party shall effect the restitution to the other Party of whatever is provided, delivered, or paid to it in the same manner and types as such provision, delivery or payment was made.

18.2 Termination for Breach

18.2.1 KARI may, by written notice to the Contractor, terminate the whole or any part of the Contract, if any of the following circumstances occurs;

- (a) Contractor fails to deliver any Deliverable Item under Contract in accordance with the delivery schedule; or
- (b) Contractor fails to perform any Work under this Contract or fails to progress with the Work in a manner which satisfies KARI that Contractor will perform the Contract within the time specified and in accordance with the terms of the Contract; or
- (c) Contractor fails to remedy any or all defects and non-conformity on the Deliverable Item in accordance with Article 12.

18.2.2 In the event of the circumstances in Article 18.2.1, KARI may notify the Contractor and may suspend any further performance of its obligation under this Contract. If the Contractor fails, within ten (10) days from the dispatch of the notice, to produce and notify KARI of reasonable evidence of its intent and ability to effect due performance of the obligation in breach within thirty (30) days from due dispatch of written notice, then KARI may terminate this Contract with three (3) days' prior notice of termination.

18.2.3 In the event this Contract is terminated for Contractor's breach, the Contractor shall return all the amounts paid by KARI under the Contract and also pay the termination charge of ten percent (10%) of the total Contract Price. KARI shall return the Deliverable Item to Contractor, if any.

Article 19. Resolution of Disputes and Governing Law

- 19.1 In cases any controversy or claim arises out of or in relation to this Contract or with respect to a breach hereof, the Parties shall seek to resolve the matter amicably through discussions between themselves. In the event of any disagreement between KARI and Contractor about the interpretation of the provisions or definitions used in this Contract, the interpretation of KARI shall govern until and unless otherwise decided by arbitration conducted pursuant to the following provisions.
- 19.2 If the Parties cannot resolve such controversy or claim in accordance with Article 19.1 above, it shall be finally settled by arbitration in Seoul, Korea, before the Korean Commercial Arbitration Board in accordance with its rules. The proceedings shall be conducted in English. The award rendered by the board shall be final and binding on the Parties and may be entered in any court of competent jurisdiction for execution.
- 19.3 The validity, performance, construction, and effect of this Contract shall be governed by the laws of Korea.
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Article 20. Changes

20.1 Changes Requested by KARI

20.1.1 Any changes requested by KARI during the performance of this Contract, within the general scope of this Contract, which would add or delete Work, affect the design of Work, change the method of shipment or packing, place or time of delivery, duration of Contract, or would affect any other requirement of this Contract, shall be submitted in writing to Contractor. Contractor shall respond to any changes KARI requested in writing within thirty (30) days after receipt of such request. If such change requested by KARI causes an increase or decrease in the Contract Price and/or an impact of schedule, Contractor shall submit to KARI at the time the response to the requested change is submitted, the details of such increase or decrease.

20.1.2 KARI shall notify Contractor in writing, within thirty (30) days after receipt of Contractor's response, whether it agrees with and accepts Contractor's response. If KARI agrees with and accepts Contractor's response, an amendment to the Contract reflecting such change, Contract Price and/or schedule adjustment, if any, shall be issued, and Contractor shall proceed with the performance of the Contract as changed. Contractor shall provide updated information that reflects the final agreed price of the change, if KARI requests. In the event the Parties are unable to agree on a change requested by KARI or price adjustment, if any, or both, Contractor shall proceed with the performance of the Contract as unchanged.

20.2 Changes Requested by Contractor

20.2.1 Any changes requested by Contractor during the performance of this Contract, within the general scope of this Contract, that would add or delete Work, affect the design of Work, change the method of shipment or packing, place or time of delivery, duration of Contract, or would affect any other requirement of this Contract, shall be submitted in writing to KARI thirty (30) days prior to the proposed date of the change. If such change requested by Contractor causes an increase or decrease in the Contract Price, Contractor shall submit to KARI at the time the requested change is submitted, the details of such increase or decrease.

20.2.2 KARI shall notify Contractor in writing within thirty (30) days after receipt of the requested change and Contract Price adjustment, if any, whether or not it agrees with and accepts such change. If KARI agrees with and accepts change requested by

Contractor, an amendment to the Contract reflecting such change, and Contract Price adjustment, if any, shall be issued, and Contractor shall proceed with the performance of the Contract as changed. Contractor shall provide updated information which reflects the final agreed price of the change, if KARI requests. In the event the Parties are unable to reach an agreement on a change requested by Contractor, or Contract Price adjustment, if any, or both, Contractor shall proceed with the performance of the Contract as unchanged.

Article 21. Notices

21.1 All notices, requests, demands, approvals, reports, invoices, and other correspondence to be provided pursuant to this Contract shall be in writing and shall be deemed to have been duly given to the Party to be notified: (i) on the date of delivery if delivered in person, (ii) on the date of dispatch if by facsimile, telex or e-mail, or (iii) on the date of receipt if by registered airmail or overnight courier.

All notices shall be addressed to the appropriate Party at its address as follows:

For KARI: **Korea Aerospace Research Institute**

169-84 Gwahakro, Yuseong-gu, Daejeon 34133, Korea

Commercial matters
Mr. Jung-Nam CHO

Tel: +82-42-860-2613
Fax: +82-42-860-2666
E-mail: jncho@kari.re.kr

Technical matters
Ms. Gm-Sil KANG

Tel: +82-42-860-2713
Fax: +82-42-860-2560
E-mail: wimikgs@kari.re.kr

For Contractor: **[Company]**

[Address]

Commercial matters

[Name]

Tel: +
Fax: +
E-mail:

Technical matters

[Name]

Tel: +
Fax: +
E-mail:

21.2 Each Party may change its address for notice by notice given to the other Party in the manner set forth above. And any notices given as provided herein shall be considered effective seven (7) days after the registered postage pre-paid airmailing thereof or the day of actual receipt thereof, whichever occurs first, or on the day of personal delivery, or the day of sending if by facsimile, telex or e-mail.

Article 22. Miscellaneous

22.1 Effective Date of the Contract

The effective date of this Contract ("EDC") is the date on which the duly authorized representatives of both Parties have signed this Contract, and any amendment to this Contract shall be effective only upon signature by the authorized representatives of both Parties.

22.2 Entire Agreement

This Contract embodies the entire agreements of the Parties with respect to the subject matter hereof and supersedes and cancels any and all prior understandings or agreements, oral or written, in relation hereto, which may exist between the Parties. No oral explanation or oral information by any of the Parties shall alter the meaning or interpretation of this Contract.

22.3 Assignability

This Contract and each and every covenant, term and condition hereof shall be binding upon and inure to the benefit of the Parties and their respective successors, and neither this Contract nor any rights and obligations hereunder shall be assignable or delegable directly or indirectly by either Party without the prior written consent of the other Party.

22.4 Unenforceable Terms

If any term or provision of this Contract shall for any reason be invalid, illegal or unenforceable in any respect, this Contract shall be interpreted and construed as if such term or provision had never been included herein.

22.5 Non-waiver

The failure or delay of any Party to require performance by the other Party of any provision of, or of any right or obligation under this Contract, shall not constitute a waiver thereof, nor shall such affect that Party's right to thereafter require performance of such or any other provision, right or obligation.

22.6 Disclaimer of Agency

This Contract shall not be deemed to constitute any Party to become the agent of the other Party.

22.7 Headings

The headings in this Contract have been inserted for convenience of reference only and are not to be used in consulting or interpreting this Contract.

22.8 Language and Unit

All documents, drawings, plans and other writings as well as communications between both Parties under this Contract shall be in English and measurements and quantities for Deliverable Data shall be recorded in units of Système Internationale.

22.9 Time Limits

Unless otherwise indicated, any time limits to which this Contract binds Contractor or KARI shall be counted in calendar days from the day following that of the event marking the start of the time limit, and shall end on the last day of the period specified. When the last day of a time limit is a Saturday or Sunday, or a legal holiday in the country in which the particular contractual performance is required, such time limit shall be extended to the first working day following.

22.10 Subcontractors

Each Party shall be fully responsible for the work of its Subcontractors under this Contract, and such subcontracting shall not relieve that Party of its obligation under this Contract.
