

ARTICLE 1.0 DEFINITIONS

Challenge Vehicle. The fully autonomous ground vehicle system that has been successfully entered for the Grand Challenge.

Entrant. An entrant is an eligible entity, as defined in the Grand Challenge Rules, a copy of which is in the possession of the parties, that has submitted a completed application form for the Grand Challenge to DARPA.

Participant. A participant is an entrant that has completed the application process, whose technical paper has been accepted by DARPA, and who is the signatory to this agreement.

Parties. The Participant and DARPA.

ARTICLE 2.0 PURPOSE

The Grand Challenge involves the operation of autonomous ground robotic vehicles traversing the Mojave and Colorado Desert regions along a specific route. It is a series of events which begin near Los Angeles, California on March 8, 2004 and conclude near Las Vegas on March 14, 2004. Entrants are eligible to participate in the Grand Challenge only after passing a series of qualifying events and adherence to the Grand Challenge Rules for this technology competition.

To reduce the risk and liability for operating robotic vehicles in the Mojave and Colorado Desert regions, DARPA purchased an emergency stop system (E-Stop). Properly installed on a challenge vehicle, this E-Stop will allow the Government to manually or remotely bring the challenge vehicle to a complete stop when normal operation has failed or if the challenge vehicle has been disqualified. DARPA also purchased a tracking system for position data collection associated with the Grand Challenge. This system is intended to store and transmit data concerning the operation and location of the challenge vehicle on which it is mounted.

This agreement constitutes a bailment of the challenge vehicle during certain periods of time as specified in this agreement. Under this agreement the participant agrees to relinquish control of the vehicle as specified, and agrees to an allocation of ownership and rights in data associated with their participation in the Grand Challenge. The Government agrees to provide an E-Stop and a tracking system at no charge to the participant as government furnished equipment.

ARTICLE 3.0 GOVERNMENT FURNISHED EQUIPMENT

The Government agrees to provide the following Government Furnished Equipment (GFE) to the participant, at no cost:

1. E-Stop Receiver Box. This GFE consists of a receiver box, associated cable and antenna and a single transmitter.
2. Tracking System. This GFE consists of a tracking system, associated cable and an antenna.

It is the sole responsibility of the participant to properly install the GFE in their challenge vehicle. Limited technical assistance on installation of this GFE is available to the participant from Omnitech Robotics International. However, the Government shall not incur any liability from the participant's use of this technical assistance. Use of this technical assistance is solely within the discretion of the participant.

The participant has five calendar days following receipt of the GFE to notify the Government if the GFE is damaged or is otherwise not in working condition. After that period, the participant assumes responsibility for the GFE and the Government will not be responsible for repairs to the GFE or replacement of damaged GFE. The participant's GFE must be fully functional for the participant to be eligible to participate in the Qualification Inspection and Demonstration and/or the Field Testing Event. The government reserves the right, solely within its discretion and assuming equipment availability, to provide the participant with replacement GFE if the participant's GFE is not fully functional.

The participant shall return the GFE to the Government within 24 hours from the date of any of the following events: when the challenge vehicle is disqualified from the Grand Challenge; when the challenge vehicle fails to complete the Grand Challenge course; when the challenge vehicle finishes the Grand Challenge course; or when the challenge vehicle is withdrawn or is otherwise eliminated from participation in the Grand Challenge. Participants shall follow the instructions of the Agreements Technical Officer regarding the disposition of the GFE.

ARTICLE 4.0 BAILMENT OF CHALLENGE VEHICLE

The bailment period for the participant's challenge vehicle shall consist solely of those periods of time when Government representatives are in physical possession and control of the challenge vehicle during the following major events: the Qualification Inspection and Demonstration (QID) and the Field Testing event.

a. Qualification Inspection and Demonstration (QID) All challenge vehicles will be inspected, tested and required to demonstrate their ability to navigate safely at the California Motor Speedway. The Speedway provides a controlled environment to ensure challenge vehicles are qualified to begin the field testing phase. The QID will confirm that challenge vehicles appear to be able to safely navigate around obstacles and operate consistent with the Challenge requirements. Any vehicle that appears to pose a safety or environmental threat will be disqualified.

b. Field Testing Event Following a final safety inspection, qualified challenge vehicles will traverse the Mojave and Colorado Desert regions on a pre-determined route. This phase will be supported by a comprehensive safety control system including field spotters, control vehicles, a Challenge Operations Center, and personnel from law enforcement agencies.

Government physical possession and control of the challenge vehicle during the QID and Field Testing Event is established when the participant physically hands the E-Stop single transmitter to the DARPA QID or Field Testing Event Judge or Monitor as directed by the Agreement Technical Officer (identified in Article 10.0) and terminates when the E-Stop single transmitter is returned by the QID or Field Testing Event Judge or Monitor to the Team representative for each of these events. The participant will identify the Team representative for this activity no later than March 5, 2004.

The Government is not deemed to be in physical possession and control of the participant's challenge vehicle during any other periods of time other than those specified in this Article.

ARTICLE 5.0 LIABILITY

The Government will assume the risk for liability to third parties, up to and including a combined total of \$300,000, for all events, for loss or damage to property or for death and bodily injury caused by the challenge vehicle during the bailment periods identified in Article 4.0. The Government's assumption of this risk shall not extend to damage, loss, or bodily injury that is caused by willful misconduct by the participant, that is caused by the improper installation by the participant of the E-Stop receiver box or the tracking system, or that is covered by insurance. The Government shall not assume any liability for damage, loss or destruction of the challenge vehicle during the bailment periods identified in Article 4.0.

The participant is required to provide notice to the Government of any claim or suit against the participant for which the Government may assume liability under this Article. The participant agrees to control of or assistance in the defense by the Government, at its election, of that suit or claim.

Under this Article, the Government will assume liability for direct damages only. In no event shall the Government be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 6.0 DATA RIGHTS AND PUBLICATIONS

A. Definitions

"Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, software, trade secrets, and visual images.

"Government Purpose Rights", as used in this article, means the right to use, modify, release, perform, display, or disclose Data, in whole or in part and in any manner, for Government purposes only, and to have or permit others to do so for Government purposes only.

"Unlimited Rights", as used in this article, means the right to use, modify, release, perform, display, or disclose Data in whole or in part, in any manner and for any purposes whatsoever, and to have or permit others to do so.

"Limited Rights", as used in this article, means the right to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not,

without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government.

B. Allocation of Rights in Data

1. The Government shall have ownership in all data created, collected, stored or transmitted by the E-stop and tracking system. Upon request, the Government may negotiate requests for such data from the participant.
2. Visual images. The Government reserves the right to photograph, capture video, and otherwise record the appearance of Challenge vehicles, challenge team members, and their support equipment operated by the qualifying teams. The Government shall have ownership of all such imagery.
3. Technical Papers. A technical paper describing the participant's technical approach for competing in the Grand Challenge is required under the Grand Challenge Rules. The Government shall have Government purpose rights in the participant's technical paper until the conclusion of the Grand Challenge event, at which time the Government shall have unlimited rights in the participant's technical paper. If the participant has submitted a proprietary attachment to the technical paper, as described in Section 4.3 of the Grand Challenge Rules, the Government shall have limited rights to that attachment.

Any, all or none of the data described above, in which the Government has ownership or unlimited rights, may be made available to the public at the conclusion of the Grand Challenge.

ARTICLE 7.0 COSTS AND FUNDING

There will be no transfer of funds or other financial obligations between the parties in connection with this Agreement.

ARTICLE 8.0 DISPUTES

The Parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues relative to this agreement. Nothing in this Agreement shall be deemed to give the participant a right to dispute matters which are not the subject of this Agreement.

A. Dispute Resolution Procedures

1. Any disagreement, claim or dispute between (DARPA) and the participant concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, may be raised only under this Disputes provision.

2. Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable. In no event shall a dispute, disagreement or misunderstanding which arose more than one (1) month prior to the notification made under subparagraph A.3 of this article constitute the basis for relief under this article unless the official designated in subparagraph A.4, in the interests of justice waives this requirement.

3. Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party (through the Government Agreement Officer or participant, as the case may be) in writing of the relevant facts, identify unresolved issues, and specify the clarification or remedy sought. Within five (5) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a decision by the Director, Contracts Management Office. The other Party shall submit a written position on the matter(s) in dispute within fifteen (15) calendar days after being notified that a decision has been requested. The Director, Contracts Management Office shall conduct a review of the matter(s) in dispute and render a decision in writing within fifteen (15) calendar days of receipt of such written position. Any such decision is final and binding.

4. In the absence of a decision, upon written request to the Director, DARPA, made within fifteen (15) calendar days of the expiration of the time for a decision under subparagraph A.3 above, the dispute shall be further reviewed. The Director, DARPA may elect to conduct this review personally or through a designee or jointly with a representative appointed by the participant. Following the review, DARPA or designee will resolve the issue(s) and notify the Parties in writing. Such resolution is not subject to further administrative review.

B. Limitation of Damages

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only. In no event shall the Government be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 9.0 MODIFICATION AND TERMINATION

This Agreement sets forth the entire and complete agreement between the parties regarding the matters which are the subject of this agreement and may be modified only by written consent of the participant and the Government Agreements Officer. The Government, in its discretion, may terminate this agreement at any time. Upon termination, disposition of GFE and allocation of data rights will be in accordance with the requirements set forth in Article 3.0 and Article 6.0. Disputes related to the termination will be considered only under Article 8.0. The Government's decision to terminate this agreement is solely within its discretion and is not subject to dispute.

ARTICLE 10.0 EXECUTION

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof. This Agreement, or modifications thereto, may be executed in counterparts each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.

This agreement is limited to the subject matter contained herein.