

MASTER SERVICES AGREEMENT
V1.14

This Master Services Agreement is hereby entered into by and between Research Triangle Institute, with its principal place of business at 3040 Cornwallis Road, Research Triangle Park, NC 27709 and its affiliates and

1.0 DEFINITIONS

- 1.1 “Agreement”** means this Master Services Agreement, including all documents specifically referenced herein.
- 1.2 “PO”** means the purchase order issued under this Agreement by an authorized RTI representative.
- 1.3 “Prices”** means the agreed upon payment and currency for the performance of Services by Supplier, including all applicable fees, payments and Taxes, as specified in the relevant SOW.
- 1.4 “RTI”** means Research Triangle Institute, with its principal place of business at 3040 Cornwallis Road, Research Triangle Park, NC 27709 and its subsidiaries.
- 1.5 “Services”** means services described in the SOW that Supplier performs based upon a PO.
- 1.6 “SOW”** means a mutually signed statement of work incorporating the terms of this Agreement and setting forth additional terms and conditions applicable to Services set forth in that SOW.
- 1.7 “Supplier”** means the party contracting with RTI under this Agreement (as specified in the preamble above).
- 1.8 “Taxes”** means any and all applicable taxes, charges, fees, levies or other assessments applicable to the performance of Services under this Agreement.

2.0 ORDERING

- 2.1 POs.** Supplier will perform Services only as specified by RTI in a PO. Prices for Services ordered by RTI pursuant to a PO will be the only amount due to Supplier from RTI under this Agreement. Supplier agrees to accept all POs that conform to the terms and conditions of this Agreement.
- 2.2 Invoices.** Supplier certifies that each invoice issued by it shall be based solely on Services actually performed by Supplier ordered pursuant to a PO, and that no part or portion of any invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any person, organization, entity or governmental body (except for those payments required by law). RTI shall make any payments due under this Subcontract within thirty (30) calendar days after its receipt of a proper invoice from Supplier provided such invoice from Supplier complies with all requirements, which may be amended from time to time after this Agreement’s execution, delineated at the following link: www.rti.org/files/invoice-payment.pdf. All taxes applicable to the proceeds received by Supplier shall be the liability of Supplier, and RTI shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman’s compensation unless required by law. RTI shall withhold and remit any amount, regardless of its description as a tax or otherwise, in countries where local laws require that such amounts be withheld and timely remitted by RTI. In accordance with law, RTI shall annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by RTI to Supplier. Gross annual payments shall be the total compensation for labor and reimbursement of expenses; therefore, it is the Supplier’s responsibility to retain copies of expenses incurred during the performance of services under this Agreement for tax reporting purposes. It is the Supplier’s responsibility to determine if a value added tax (VAT) is applicable to services provided to RTI, and to timely remit the VAT charged to RTI per the invoicing instructions included herein. The invoice tendered to RTI for payment shall comply with the applicable local country’s VAT regulations. Supplier will keep records to validate invoices hereunder for a period not less than five (5) years from the date of the relevant invoice. RTI reserves the right to audit all invoices, and Supplier shall afford reasonable access to all supporting documentation to enable RTI to do so.

3.0 WARRANTIES

Supplier warrants that it has the right to enter into this Agreement and that Services shall be supplied in a professional and highly skilled manner and to standards not less than those generally accepted in Supplier’s industry. If Supplier fails to perform Services as required by this Agreement in a timely manner, RTI may do so and Supplier will reimburse RTI for actual and reasonable expenses. The price/budget amount contained in any and all PO’s/SOW’s does not exceed that charged by Supplier to any other customers or clients, including the U.S. Government, for similar quantities of like items or services to be rendered.

In accepting this Agreement and any subsequently issued Purchase Orders or Statements of Work, the Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Supplier during the life of this Agreement must be reported immediately to RTI. The Supplier agrees to incorporate the Debarment and Suspension certification into any lower-tier subcontract or Purchase Order that they may enter into as a part of any subsequently issued Purchase Order or Statement of Work.

4.0 COMPLIANCE

4.1 Laws. Supplier shall comply with all laws and regulations of Federal, State, or local governments in connection with this work. Supplier shall give all notices and obtain all permits and licenses required under such laws. The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§ 78dd-1", *et seq.*, makes it unlawful for U.S. companies, as well as their officers, directors, employees, and agents, to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business. Supplier acknowledges and understands that he/she must comply fully with the anti-bribery provisions of the FCPA. Specifically, Supplier understands and agrees that it shall be unlawful for Supplier to pay, offer, promise to pay (or authorize to pay or offer) money or anything of value to a *foreign official* in order to assist RTI in *obtaining or retaining business* for or with, or *directing business* to, RTI. A "foreign official" means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity. Supplier understands all applicable laws relating to kickbacks. Supplier agrees to periodically verify its compliance with such laws and to inform RTI immediately of any violations thereof. RTI, as well as the United States Government, has adopted a zero tolerance policy prohibiting trafficking in persons, including any trafficking-related activities. Additional information regarding trafficking in persons may be found at the website for the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>. Additionally, in the event this Agreement or an individual Purchase Order is funded in whole or in part via Federal contract funds, the provisions set forth in FAR 52.222-50 (Combating Trafficking in Persons) shall also be applicable to this Agreement and the individual Purchase Order, as well as FAR 52.222-56 (Certification Regarding Trafficking in Persons Compliance Plan), if and as applicable.

4.2 Equal Opportunity (Applicable to Purchase Orders funded via Federal Contracts). During the performance of this Agreement and applicable individual Purchase Orders, Supplier agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, applicable provisions of Executive Order (herein "E.O.") 11246, Rehabilitation Act of 1973, Vietnam Era Veterans' Readjustment Assistance Act of 1974, E.O. 13496 and respective regulations including 41 CFR 60-1.4, 41 CFR 61-300.10, 29 CFR Part 471 Appendix A to Subpart A, 41 CFR 60-300.5 (Supplier and lower-tier subcontractors and vendors shall abide by the requirements of 41 CFR 60-300.5(a) if if/when an individual Purchase Order exceeds \$100,000. This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors, subcontractors, lower-tier subcontractors and vendors to employ and advance in employment qualified protected veterans) and 41 CFR 60-741.5 (Supplier and lower-tier subcontractors and vendors shall abide by the requirements of 41 CFR 60-741.5(a) if/when an individual Purchase Order exceeds \$10,000. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors, subcontractors, lower-tier subcontractors and vendors to employ and advance in employment qualified individuals with disabilities.). The above-mentioned referenced regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors, subcontractors, lower-tier subcontractors and vendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. These equal opportunity clauses, and the employee notification clause, are hereby incorporated by reference.

4.3 International Trade Compliance (Export and Import).

"ITC Laws" mean the import, customs, export control, sanctions and U.S. anti-boycott laws, regulations, and orders applicable at the time of the import, export, re-export, transfer, disclosure, or provision of technical data, goods or Services including, without limitation, the (i) Export Administration Regulations ("EAR") administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 Code of Federal Regulations (C.F.R.) Parts 730-774; (ii) International Traffic in Arms Regulations (the "ITAR") administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. Parts 120-130; (iii) Foreign Assets Control Regulations and

associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. Parts 500-598; (iv) Internal Revenue Code, 26 U.S.C. § 999, enforced by the U.S. Department of Treasury; (v) International Emergency Economic Powers Act (“IEEPA”), 50 U.S.C., § 1701 et. Seq.; (vi) Customs regulations administered by U.S. Customs and Border Protection, 19 United States Code (U.S.C.) and Title 19 C.F.R.; and (vii) applicable import, customs and export laws and regulations of other countries, except to the extent they are inconsistent with the U.S. laws.

Supplier shall comply with all applicable laws and regulations regarding Export-controlled items, including, but not limited to, the ITC Laws. If this Agreement requires either Party to obtain government-approved export authorization to facilitate activities and obligations set forth under this Agreement, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable government regulations. The Parties shall without delay respond to requests for supporting documentation, including clarifying questionnaires or any other requested information necessary to secure government authorization. Each Party, as applicable, shall be individually responsible for obtaining required documentation or other information from any third party required by such Party to perform its obligations under this Agreement. Failure to obtain any required documentation or information from a third party shall result in the third party’s exclusion from the government authorization. The Parties shall exchange copies of all government export authorizations related to the Technical Data, or Services, and all provisions or conditions or information relating to the authorization, including but not limited to, any restriction on sublicensing, retransfer, resale or re-export, any requirement for non-disclosure agreements, and any limitation on individuals having access to Technical Data, or Services. Each Party, as applicable, shall be individually responsible for compliance with all government export authorizations, including without limitation ensuring that all export-related paperwork and documentation (e.g., Destination Control Statements, Electronic Export Information filed via Automated Export System) are properly completed and timely filed.

In the event an individual Purchase Order or SOW issued pursuant to this Agreement is likely to involve export-controlled items, additional requirements and information may be included in such a Purchase Order or SOW, including affirmatively stating whether the export-controlled item are to be regulated by the U.S. Department of State or the U.S. Department of Commerce. Supplier shall notify RTI if any deliverable under this Agreement or an individual Purchase Order or SOW is controlled for export under a classification other than EAR99. Supplier shall immediately notify RTI (i) if Supplier or a lower-tier subcontractor is, or becomes listed in any Denied or Restricted Parties List or if Supplier’s or a lower-tier subcontractor’s export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency, or (ii) of any pending administrative enforcement action concerning Supplier or a lower-tier subcontractor that may result in inclusion on any such list. If Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Supplier represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR. Where Supplier is a signatory under an RTI export license or export agreement, Supplier shall provide prompt notification to the RTI personnel identified in the SOW or PO in the event of changed circumstances including but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect Supplier’s performance under this Agreement or a Purchase Order. Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expense, including attorney’s fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Supplier, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this Article. Supplier shall include the substance of this clause in all lower-tier agreements.

If Supplier is to make shipment where RTI will be the importer or exporter of record, before departure of the cargo, Supplier must furnish RTI’s Logistics Management Office [logistics@rti.org, tel. 919-541-6000] copies of all export documentation including certificates, inspections and permits to allow for final checking and approval of the documents, as well as for RTI records retention in the event of audit.

4.4 RTI Requirements. Supplier will ensure that its employees, agents, or designees, when in or upon RTI’s premises, shall obey all ethics and business conduct (Reference [Ethics - RTI International](#)), workplace health, safety and security rules and regulations established by RTI, regarding the conduct of its own employees and any additional rules and regulations established by RTI for non-employees, including without limitation, security rules, and regulations. Supplier shall certify that their company has a practice and a process to verify the legal status of all employees and by certifying assures RTI that all employees assigned to support RTI with access to our facilities are

legally able to work in accordance with the laws applicable to such location. Supplier will obtain and track citizenship and immigration status of employees performing work for RTI. Supplier shall maintain records of employees' citizenship or immigration status described above for all employees or the employees of Supplier's subcontractors assigned to perform work for RTI at any RTI location. The records shall be kept current at all times and shall be available and accessible for review and audit upon request.

4.5 Representations and Certifications (Applicable to Purchase Orders funded via Federal Contracts). As set forth below, and then renewed on an annual basis for the duration of this Agreement, Supplier shall provide current, accurate and complete representations and certifications. It shall be Supplier's responsibility to complete the RTI-provided Representations and Certifications form on annual basis as measured from the date the Representations and Certifications were initially made, and also to ensure the continued accuracy of Supplier's Representations and Certifications. In the event the status of any item which Supplier represented or certified changes prior to Supplier's required annual renewal, Supplier shall promptly notify RTI, which shall be no later than five (5) business days after said change in status. Supplier shall be required to complete an RTI-provided Representations and Certifications form at the earlier of following events: During the initial proposal with RTI in response to a U.S. Government solicitation; or prior to Agreement execution.

4.6 Anti-Kickback (Applicable to Purchase Orders funded via Federal Contracts). Supplier warrants that neither it nor any of its employees, agents, or representatives have offered or given, or will offer or give, any gratuities to RTI's employees, associates, agents or representatives for the purpose of securing this Agreement, an individual Purchase Order or securing favorable treatment under this Agreement. The Anti-Kickback Act of 1986, as referenced in FAR 52.203-7, is hereby incorporated into this Agreement as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in paragraph (b) of FAR 52.203-7, may have occurred, you should report this suspected violation to Research Triangle Institute's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to Ethics@rti.org. Supplier may report a suspected violation anonymously. As prescribed in FAR 52.203-7 (Anti-Kickback Procedures), and as later as amended, Supplier shall adhere to the following requirements and regulations for all Purchase Orders exceeding \$150,000 which are funded via Federal Contracts:

A. Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, subcontractor employee, supplier, supplier employee or consultant for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime Contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action, including purchase orders, task orders and consultant contracts, entered into by a Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person, supplier or consultant who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor, supplier or consultant.

B. The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from - (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

C. Administrative Procedures.

(1) The Supplier shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in Paragraph B of this clause in its own operations and direct business relationships.

(2) When the Supplier has reasonable grounds to believe that a violation described in Paragraph B of this clause may have occurred, the Supplier shall promptly report in writing the possible violation to RTI.

(3) The Supplier shall cooperate fully with RTI and any Federal agency investigating a possible violation described in Paragraph B of this clause.

(4) RTI may (i) offset the amount of the kickback against any monies owed by the United States under the Subcontract and/or (ii) direct that the Supplier withhold from sums owed a lower-tier subcontractor under the Subcontract the amount of the kickback. RTI may order that monies withheld under subdivision (C)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (C)(4)(i) of this clause. In either case, the Supplier, via RTI, shall notify the Contracting Officer when the monies are withheld.

(5) The Supplier agrees to incorporate the substance of this clause, including subparagraph (C)(5) in all subcontracts under this Subcontract which exceed \$150,000.

4.7 Employment Eligibility Verification (Applicable to Purchase Orders funded via Federal Contracts). As prescribed in FAR 52.222-54 (Employment Eligibility Verification), and as later as amended, Subcontractor shall adhere to the following requirements and regulations for all Purchase Orders exceeding \$3,000 which are funded via Federal Contracts:

A. *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—(1) Means any item of supply that is— (i) A commercial item (as defined in paragraph (1) of the definition at 2.101); (ii) Sold in substantial quantities in the commercial marketplace; and (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the Subcontract” means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a Subcontract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a Subcontract if the employee— (1) Normally performs support work, such as indirect or overhead functions; and (2) Does not perform any substantial duties applicable to the Subcontract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a subcontract. It includes but is not limited to purchase orders, task orders, consultant contracts and changes and modifications to purchase orders, task orders and consultant contracts.

“Subcontractor” means any supplier, distributor, supplier, consultant or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

B. *Enrollment and verification requirements.*

(1) If the Subcontractor is not enrolled as a Federal Contractor in E-Verify at time of Subcontract award, the Subcontractor shall—(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of Subcontract award; (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the Subcontract, within 3 business days after the date of hire (but see paragraph B (3) of this section); and (iii) *Verify employees assigned to the Subcontract.* For each employee assigned to the Subcontract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the Subcontract, whichever date is later (but see paragraph B (4) of this section).

(2) If the Subcontractor is enrolled as a Federal Contractor in E-Verify at time of Subcontract award, the Subcontractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.* (A) *Enrolled 90 calendar days or more.* The Subcontractor shall initiate verification of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the Subcontract within 3 business days after the date of hire (but see paragraph B (3) of this section); or (B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Subcontractor shall initiate verification of all new hires of the Subcontractor, who are working in the United States, whether or not assigned to the Subcontract, within 3 business days after the date of hire (but see paragraph B (3) of this section); or (ii) *Employees assigned to the Subcontract.* For each employee assigned to the Subcontract, the Subcontractor shall initiate verification within 90 calendar days after date of Subcontract award or within 30 days after assignment to the Subcontract, whichever date is later (but see paragraph B (4) of this section).

(3) If the Subcontractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Subcontractor may choose to verify only employees assigned to the Subcontract, whether existing employees or new hires. The Subcontractor shall follow the applicable verification requirements at B (1) or B (2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the Subcontract.

(4) *Option to verify employment eligibility of all employees.* The Subcontractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the Subcontract. The Subcontractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of— (i) Enrollment in the E-Verify program; or (ii) Notification to E-Verify Operations of the Subcontractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Subcontractor shall comply, for the period of performance of this Subcontract, with the requirement of the E-Verify program MOU. (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Subcontractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Subcontractor will be referred to a suspension or debarment official. (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Subcontractor is excused from its obligations under paragraph B of this clause. If the suspension or debarment official determines not to suspend or debar the Subcontractor, then the Subcontractor must reenroll in E-Verify.

C. *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

D. *Individuals previously verified.* The Subcontractor is not required by this clause to perform additional employment verification using E-Verify for any employee—(1) Whose employment eligibility was previously verified by the Subcontractor through the E-Verify program; (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

E. *Subcontracts.* The Subcontractor shall include the requirements of this clause, including this paragraph E (appropriately modified for identification of the parties), in each subcontract that— (1) Is for— (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction; (2) Has a value of more than \$3,000; and (3) Includes work performed in the United States.

5.0 INTELLECTUAL PROPERTY

The parties acknowledge and agree that all work performed under the Agreement shall be deemed to be a “work for hire”, with all intellectual property rights therein vesting in RTI. Supplier agrees to irrevocably transfer and assign all such rights to RTI, and comply with all reasonable requests by RTI to affect such transfer and assignments.

6.0 EXCHANGE OF INFORMATION

6.1 Confidentiality. During the term of this Agreement, it may be necessary for either or both parties to disclose (as a “Disclosing Party”) to the other (the “Receiving Party”) certain data and information that is confidential and proprietary to RTI. All such data and information (“Confidential Information”) made available to, disclosed to, or otherwise made known to the Receiving Party as a result of services under this Agreement shall be considered confidential and shall be considered the sole property of the Disclosing Party. Confidential Information may be used by the Receiving Party or its employees only for purposes of performing the obligations hereunder and such persons shall be advised of the obligations set forth in this Agreement and shall agree to be obligated in like manner. The Receiving Party shall not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of the Disclosing Party and shall use at least the same degree of care in safeguarding the Confidential Information as the party uses in safeguarding its own confidential information but in no event less than a reasonable standard of care.

Confidential Information includes all personal information provided by either party or any of its employees, trade secrets, the structure, sequence, and organization of the Products, marketing plans, blueprints, techniques, processes, procedures and formulae, price lists, specifications, prints, product plans, Intellectual Property, and Business

Practices. Intellectual Property may include, without limitation, information relating to research and development, formulations, inventions, discoveries, improvements, methods, and processes, techniques, methodologies, know-how, algorithms, compositions, works, concepts, designs, ideas, prototypes, models, samples, writings, notes, patent applications, and trade secrets. Business Practices may include, without limitation, information relating to business plans, financial information, products, and services, manufacturing processes and methods, costs, sources of supply, strategic marketing plans, customer lists, sales profits, pricing methods, personnel, and business relationships.

The foregoing obligations shall not apply to Confidential Information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party; becomes available to Receiving Party on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual or fiduciary agreement to a third party; Receiving Party develops independently without use of the disclosing party's Confidential Information, as demonstrated by written records and evidence; was in Receiving Party's possession or known to it prior to its receipt from the disclosing party; or is required by law to be disclosed, provided Receiving Party notifies the disclosing party promptly and gives the Disclosing party an opportunity to seek an appropriate protective order.

These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years after the termination of this Agreement and indefinitely for any Trade Secrets. At the Disclosing Party's request, the Receiving Party shall return or destroy all copies of any Confidential Information it has received within thirty (30) business days after the effective date of the termination. At the request of the Disclosing Party, an authorized officer of the Receiving Party will certify in writing that it has complied with its obligations hereunder. The provisions of this Article apply in addition to the terms of any Non-Disclosure Agreement (NDA) between the parties related to this program. In the event of a conflict between this Article and the NDA, the terms of the NDA control, except that as to the duration of the obligations of confidentiality and non-disclosure, the longer duration applies.

6.2 Publicity. Notwithstanding the foregoing, Supplier shall not, without RTI's prior written approval: (1) disclose or use, in any advertising, sales promotion materials, press releases, or any other publicity matters, the name "RTI International", or any variation thereof or language from which the connection of said names may be implied, (2) disclose or advertise in any manner the nature of the Agreement or any of any of the transactions between the parties, or, (3) disclose any business personal information relating to RTI employees for any purpose other than its responsibilities under this Agreement.

7.0 INSURANCE

7.1 Coverage. Supplier represents and warrants that during the term of this Agreement, the Supplier at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Supplier and is of the essence of this Agreement. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage in accordance with the governing jurisdiction(s). Supplier shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with applicable laws or this Agreement. The limits of coverage under each insurance policy maintained by Supplier shall not be interpreted as limiting the Supplier's liability and obligations under the Agreement. In addition, Supplier represents and warrants that during the term of the Agreement, it shall maintain insurance and limits as stipulated above and RTI shall be listed as an "additional insured" on the Supplier's certificate of insurance. Upon the execution of this Agreement, Supplier shall furnish RTI with a certificate of insurance depicting the insurance requirements set forth in this section. RTI reserves the right at any time to immediately terminate this Agreement, or any portion thereof, if in RTI's opinion such insurance coverage is inadequate.

7.2 Minimums. As a minimum, Supplier shall provide and maintain the following insurance coverage and insurance coverage limits:

- (1) **Worker's Compensation:** Supplier shall provide and maintain worker's compensation insurance as required by the laws of the applicable jurisdiction, as well as employer's liability coverage with minimum limits of \$1,000,000 (or an equivalent value in the local currency), covering all of Supplier's employees who are engaged in any work under the Agreement; and if any work is subcontracted, Supplier shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the Agreement.
- (2) **Commercial General Liability:** Supplier shall maintain general liability coverage on a comprehensive broad form on an occurrence basis in the minimum amount of \$1,000,000 (or an equivalent value in the local currency) combined single limit (where the defense is in excess of the limit of liability).

(3) Automobile: Supplier shall maintain automobile liability insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the Agreement, and the minimum combined single limit shall be \$1,000,000 (or an equivalent value in the local currency) bodily injury and property damage, including: (a) \$500,000 (or an equivalent value in the local currency) uninsured/underinsured motorist; and (b) \$5,000 (or an equivalent value in the local currency) medical payment.

8.0 LIABILITY

Supplier shall indemnify and hold RTI free and harmless from any losses, damages, liabilities and costs (including, without limitation, legal fees and disbursements), and amounts agreed upon in settlement or awarded in connection with any claim, suit or proceeding, either attributable to any act or omission of Supplier and/or any of Supplier's employees, subcontractors, or subcontractors' employees, including, but not limited to, any of such which arise from any injury or death to persons or loss of or damage to property, and which are in any way connected with or arise out of this Agreement or the performance of Services. Notwithstanding anything to the contrary, the parties agree that the limitations of liability included in the Agreement do not apply to RTI's remedies under this section. Except as otherwise set forth in this Agreement, in no event shall RTI or Supplier be liable to the other for either incidental or consequential damages.

9.0 TERM AND TERMINATION

9.1 Term. The term of this Agreement shall commence on _____ and shall expire on _____, unless sooner terminated as provided hereinafter. To the extent that any Services have not been completed pursuant to a PO during the term of the Agreement, all of the provisions of this Agreement shall continue to govern such Services.

9.2 Survival. All obligations and liabilities which, by their nature, are intended to survive the expiration or the earlier termination of the term of this Agreement shall remain in effect beyond any expiration or termination.

9.3 Termination for Convenience. Upon thirty (30) days written notice to Supplier (unless a longer notice period is expressly required in a SOW or PO, in which case such longer notice period shall apply), RTI may terminate this Agreement or any portion thereof for its convenience, without obligation or liability of any nature except to make payments to Supplier which are owed to Supplier prior to the effective date of termination specified in such notice. If so requested in such written notice of termination, Supplier shall perform any Services specified in the notice, and the terms of this Agreement shall continue to govern such Services; otherwise, Supplier shall use its best efforts to conclude its activities and minimize any charges prior to the effective date of termination. Upon sixty (60) days written notice to RTI, Supplier may terminate this Agreement for its convenience

9.4 Termination for Default. If either party shall be in default of this Agreement and such default shall continue for more than twenty (20) days after notice thereof is given to the party in default, the party not in default shall be entitled to immediately terminate this Agreement upon written notice. The election to terminate shall not be construed to be an election of remedies or a waiver thereof, and the party not in default shall be entitled to each and every other remedy available at law and/or in equity. The failure to object to an act of default shall not be deemed a waiver thereof.

9.5 Bankruptcy. If Supplier shall be declared insolvent or bankrupt, or if any assignment of its property shall be made for the benefit of creditors or otherwise, or if its interest herein shall be levied upon under execution or seized by virtue of any writ of any court, or if a petition is filed in any court to declare Supplier bankrupt and not dismissed within sixty (60) days, or if a trustee in bankruptcy, receiver or receiver-manager or similar officer is appointed for Supplier or for any of Supplier's assets, then RTI may, at its option, terminate, without charge, this Agreement or portion thereof and shall thereupon be free from all liability thereunder. The ability of RTI to terminate in such instances shall be subject to the applicable bankruptcy and insolvency statutes.

10.0 GENERAL

10.1 Assignment and Subcontracts. Supplier shall not assign or subcontract any portion of its rights, duties, and/or obligations under this Agreement unless RTI, in its sole discretion, grants Supplier written permission to do so. Notwithstanding any such consent, Supplier shall continue to be fully responsible and liable for full performance of all obligations assumed by it hereunder.

10.2 Notices and Consents. All notices and consents required to be given or made by the parties shall be sent to the addresses specified by each party in the SOW, and, shall be deemed received on the fourth day after deposit or when actually received, whichever is sooner.

10.3 Interpretation. This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina. If any term in this Agreement is found to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement. The failure of a party to enforce any provision of this Agreement shall not

constitute a waiver of such provision or the right of such party to enforce such provision and every other provision. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreement. This Agreement may be amended only by written amendments duly executed by RTI and Supplier. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

10.4 Travel and Other Direct Costs. Costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable, allowable, and allocable under an individual SOW only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect on the day of travel as set forth in the current version of the Federal Travel Regulations (FTR) (applicable for travel-related costs) and have been approved by RTI in advance of expenditure and/or travel.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representatives.

ACCEPTED BY:

RESEARCH TRIANGLE INSTITUTE

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Dates: _____