

DEMONSTRATION AND PRODUCT DISPLAY AGREEMENT

This Demonstration and Product Display Agreement ("Agreement") is entered into by and between _____ ("Demonstrator") and the United States Department of the Army ("Government").

The parties hereby agree as follows:

1. It is the intent of the United States Army to conduct a candidate systems evaluation for potential utilization in a new brigade organization designed for full spectrum operations, optimized for small scale contingencies.

2. Demonstrator desires to participate in the operational demonstration activity to occur at Fort Knox, Kentucky in January 2000 under the auspices of the U.S. Army Tank and Automotive Command (TACOM) and hosted by the United States Army Mounted Maneuver Battlespace Battle Lab. Demonstrator acknowledges and agrees that the demonstration activity will be conducted by the Government for the sole purpose of evaluating the capability of particular items or services and not for fulfilling mission requirements. The examination and demonstration of items or services will in no way, expressed or implied, obligate the Government to purchase, rent, or otherwise acquire the items or services demonstrated, displayed, or furnished.

3. Demonstrator shall provide the following equipment and systems for inspection, testing, and evaluation at no cost to the Government:

4. Demonstrator shall provide Government with all technical and operator manuals as well as all safety information regarding its equipment no later than 10 days prior to delivery of its equipment to Fort Knox.

5. Title to the equipment is and shall remain with the Demonstrator.
6. Demonstrator shall transport the above-listed equipment to Fort Knox, Kentucky by December 13, 1999 and shall not remove such equipment until notified by the Government to do so, unless the Demonstrator voluntarily withdraws from the demonstration. It is anticipated that testing shall be completed on or before February 27, 2000.
7. The Demonstrator shall be responsible for all shipping costs of the equipment both to and from the designated Government test facility at Fort Knox, Kentucky.
8. Demonstrator shall assist in the setup, calibration, and effective use of their equipment at Fort Knox, Kentucky at no cost to the Government. Government personnel are to be allowed to observe all phases and aspects of the set-up, installation, and use of the system by Demonstrator personnel.
9. The Government will permit the Demonstrator's authorized employees on-site visitation for the purpose of observation of the testing and evaluation on a strict non-interference basis. Demonstrator technical representatives must be personnel meeting any necessary military security requirements.
10. Demonstrator agrees to permit Government personnel unlimited access to its equipment at Fort Knox and authorizes unrestricted testing and evaluation of its equipment by Government personnel while such equipment is located at Fort Knox. Demonstrator acknowledges that it has read the attached description as to the type of terrain located at Fort Knox on which its equipment may be tested and evaluated by Government personnel. Demonstrator acknowledges and agrees that the testing and evaluation of its equipment may include operational performance during on- and off-road activities, swimming, and range firing on traditional and MOUT ranges, as well as ease of operation and maintenance.
11. The Government shall have the authority to terminate testing and evaluation of Demonstrator's equipment at any time. The Demonstrator will be advised about the termination as soon as possible. Upon such termination, the equipment will be removed from the Government test facility at Fort Knox at Demonstrator's expense.
12. The Government will not rebuild, repair, or recondition the Demonstrator's equipment. Demonstrator will provide all necessary maintenance for its equipment during the testing and evaluation period at Fort Knox.

13. The Government will provide fuel to be used during the testing and evaluation of the Demonstrator's equipment. If ammunition utilized by the Demonstrator's equipment is standard to the United States Army, the Government will provide such ammunition during the testing and evaluation of the Demonstrator's equipment. If ammunition for Demonstrator's equipment is not standard to the United States Army, Demonstrator will be responsible for providing necessary ammunition for testing and evaluation of its equipment at no expense to the Government.

14. Except as expressly provided herein, all expenses in connection with providing its equipment for Government testing and evaluation are the sole responsibility of the Demonstrator. The Demonstrator shall regard nothing contained herein as a basis upon which to seek payment, reimbursement or other recompense from the Government.

15. This agreement shall not be interpreted or construed to imply that the Government will award a future contract or is under any future obligation either to the Demonstrator or any other legal entity pursuant to any of the terms hereof or as a result of the action of the Government hereunder.

16. The Government agrees to protect the Demonstrator's equipment to the same extent that similar Government owned property is protected. The equipment shall be returned to the Demonstrator in an "as is" condition and the Government shall not be liable for wear and tear, depreciation, or damage thereto. The Demonstrator agrees that the Government shall not be responsible for returning the equipment if it is lost, stolen, or totally destroyed by any cause whatsoever. All failed parts or equipment not destroyed, lost or consumed will be returned to the Demonstrator after completion of the test and evaluation.

17. While the Demonstrator's personnel or other personnel brought on-site by the Demonstrator are on Government property during testing and evaluation, the Government shall not be responsible for damages to property of the Demonstrator or for personal injuries, or death to the Demonstrator's personnel or other persons brought on-site by the Demonstrator arising from or incident to their presence on the installation and the Demonstrator shall save the Government harmless from any and all such claims; provided, that nothing in this clause shall be deemed to affect any liability of the Government to its employees.

18. The Demonstrator agrees to indemnify the Government against claims and losses of whatever nature made by any party arising from Government use, possession or demonstration of the Demonstrator's equipment including damage or loss of or to any equipment or premises and any claims or lawsuits by parties who may have been injured

or incurred substantial loss arising from such use. The Government shall give the Demonstrator immediate notice of any suit or action filed, or prompt notice of any claim made, against the Government arising out of the performance of this agreement. The Demonstrator shall notify the Government, if the Government is named as a party in such claim or suit, of any settlement agreement or final judgement regarding such claim or suit. Any settlement agreement or final judgement regarding a claim or suit in which the Government is named a party must be approved in advance in writing by the Government.

19. There will be no transfer of funds or other financial obligation between the Government and the Demonstrator in connection with this Agreement and each party will fund its own participation under this Agreement.

20. The Government will safeguard any written data furnished by the Demonstrator which is clearly identified in writing as proprietary. The Government will not discuss such information with non-DOD personnel without the prior permission of the Demonstrator. This restriction shall not apply when the Demonstrator's data:

a. Is disclosed to the Government without restriction by an entity having the right to disclosure.

b. Is rightfully obtained by the Government from a third party.

c. Is or becomes publicly available.

d. Must be disclosed pursuant to a lawful order or subpoena of an agency or court. The Government will notify the Demonstrator prior to disclosure.

e. Is data to which the Government would have unlimited rights in accordance with DFARS 252.227-7013.

21. Demonstrator agrees that the Government may take unrestricted photographs or video documentation of the equipment and of any part/system or subpart/subsystem of the equipment. Further, that any and all photographs or video documentation are the sole unrestricted property of the Government.

22. The Government is not bound, nor is it obligated, in any way to give any special consideration to the Demonstrator on future contracts as a result of participating in this Agreement.

23. The Demonstrator shall not use the fact that the Government tested the Demonstrator's equipment to indicate or imply that the Government in any way recommends or endorses the equipment, nor shall the Demonstrator use any information in Government prepared documents to indicate or imply that the Government in any way recommends or endorses the Demonstrator's equipment.

24. To the extent that a risk of damage or loss is not dealt with expressly in this Agreement, each party's liability to the other party arising out of this Agreement, whether or not arising as a result of an alleged breach of this Agreement, shall be governed by applicable substantive law and shall be limited to direct damages only, and shall not include any loss of revenue or profits or other indirect or consequential damages.

25. This Agreement constitutes the entire agreement between the parties, which supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement, and any changes, revision, or amendments to the Agreement shall not be effective until reduced to writing and approved by an authorized representative of each of the parties.

DEMONSTRATOR

UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____