

Instructions to Bidders
ANNEX 2 FORM OF AGREEMENT

THEOS –2 Contract between GISTDA and [•]

Contract

Contract Documents (Appendices A – G) consisting of:

- Appendix A (Terms of Reference (TOR))
- Appendix B (Technical and Performance Specification)
- Appendix C (Statement Of Work)

Appendix C Section 1 – [*System Presentation*]

Appendix C Section 2 – [*Development Plan*]

Appendix C Section 3 – [*Training Plan*]

- Appendix D (Milestone Payment Plans [and Contract Delivery Schedule])
- Appendix E (Advance Payment Guarantee and Performance Guarantee)
- Appendix F (Contractor Proposal)
- Appendix G (Form of Memorandum of Understanding)

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CONTRACT No. [•]

This Contract is executed on this _____ day of _____ in Bangkok, Thailand

Between

The GEO-INFORMATICS AND SPACE TECHNOLOGY DEVELOPMENT AGENCY (“**GISTDA**”), a public organization of the Kingdom of Thailand under the supervision of the Ministry of Science and Technology, whose registered office is at 120 The Government Complex, Ratthaprasasanabhakti Building, 6th and 7th Floor, Chaeng Wattana Road, Laksi, Bangkok 10210, Thailand, represented by Dr. Anond Snidvongs Na Ayudhya, as the Executive Director, hereafter referred to as the “**CUSTOMER**”

Of the one part,

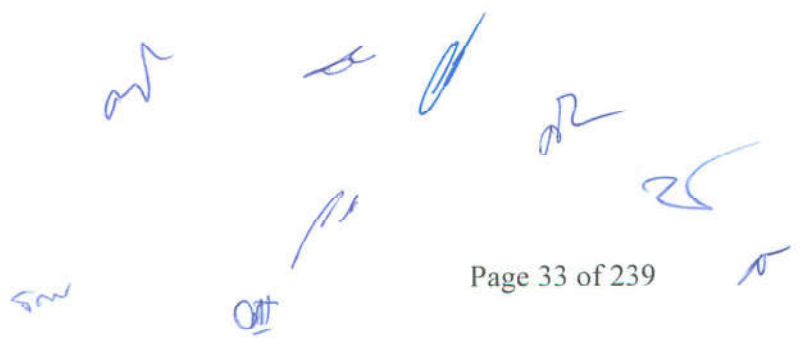
And

[TYPE OF (REGISTERED) BUSINESS ENTITY UNDER THE RELEVANT JURISDICTION], whose registered office is at *[ADDRESS]*, represented by *[NAME OF AUTHORIZED REPRESENTATIVE(S)]*, hereafter referred to as the “**CONTRACTOR**”

Of the other part,

Document evidencing company registration and empowering the person to sign this Contract on behalf of the CONTRACTOR are attached hereto.

THE FOLLOWING HAS BEEN AGREED:



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PREAMBLE

Whereas, the Geo-Informatics and Space Technology Development Agency (“GISTDA”) of the Ministry of Science and Technology, hereafter called the CUSTOMER, has developed remote sensing capabilities since the Seventies and has been exploiting Thailand earth observation satellite system in reliance on image data obtained from the current Group of Satellites (as defined herein) including “Thaichote” satellite, the main satellite of Thailand earth observation system, which had been procured under Thailand Earth Observation System project (THEOS-1) in 2008;

Whereas, the CUSTOMER now desires to develop Thailand Earth Observation System Phase 2 project (“THEOS-2”) for the purposes and expected result as fully described in the Terms of Reference (“TOR”) attached hereto as Appendix A (Terms of Reference) which include, among other things, the development of the national earth observation system through high-technology transfer from the selected contractor and relevant supplier country and the development of the national science and technology infrastructure for capacity building on geo-informatics and space technology based on the existing system and infrastructure as well as the institution of an integrated area-based solution enabler platform by leveraging remote sensing technology, geo-spatial technology and big data analytics to address key priorities of Thailand;

Whereas, [NAME OF CONTRACTOR], hereafter called the CONTRACTOR, is [CORPORATE INFORMATION AND RELEVANT QUALIFICATIONS OF CONTRACTOR]; the CONTRACTOR has represented itself to be financially capable and possesses such technical knowledge, skill, technology and experience as necessary to implement the THEOS-2;

Whereas, in response to the TOR, the CONTRACTOR has submitted a proposal to the CUSTOMER on [DD/MM/YYYY] (Reference No. [●]) for the development and completion of the THEOS – 2 (the “CONTRACTOR Proposals”), attached hereto as Appendix F (CONTRACTOR Proposals).

Whereas, [PLEASE SPECIFY (IF ANY)].

Whereas, the CUSTOMER has accepted the CONTRACTOR Proposals, as amended in the course of negotiation, by entering into this Contract.

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Whereas, as a conditions precedent to the effectiveness of this Contract, Thailand and the Government of [COUNTRY] [have signed/ shall enter into] a Memorandum of Understanding on Cooperation on the Earth Observation Satellite System for Development Project (THEOS-2)] dated [DD/MM/YYYY] in a form and substance] ("**MOU**"), which is attached hereto as **Appendix G** (Memorandum of Understanding);

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set out to be performed and kept by the Parties, and intending to be legally bound hereby, the CUSTOMER and the CONTRACTOR agree as follows:

1 DEFINITION

In this Contract, unless the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them:

- 1.1 "Available For Shipment" means that a deliverable end-item under this Contract has successfully passed in-plant acceptance tests, and is ready to be shipped to the Site or to the Launch Site, as the case may be.
- 1.2 "Contract" means this Contract and Contract Documents.
- 1.3 "Contract Documents" mean all other documents referred to herein as Contract Documents including those listed in Appendices A – G and any other mutually agreed documents referred to or in connection with this Contract even though such documents are issued or executed after the date hereof.
- 1.4 "Contract Prices" means the amounts expressed under Article 8.1, the payment of which shall be made in accordance with **Appendix D** (Milestone Payment Plans [and Contract Delivery Schedule]) of this Contract.
- 1.5 "Documentation" means all documents, data, records, technical documents and manuals, hardware and software to be delivered by the CONTRACTOR to the CUSTOMER under this Contract, including catalogue, diagrams, instructions, blueprints, block diagrams, system and circuit schematic, circuit design, firmware, development kit, API on both hardware and software (SDK) of system, sub-systems and all components, datasheets, application notes, licenses which allow the use of schematic, design, firmware,

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development kit, API as mentioned above for the purpose of design, reproduction, development and exportation of any relevant technologies hereunder in the future, which the CONTRACTOR creates specifically for the purpose or in the course of providing Services hereunder.

- 1.6 “Days” means consecutive calendar days, unless otherwise specified.
- 1.7 “Deliverable Items” mean all items to be delivered by the CONTRACTOR as contemplated or specified under this Contract, which shall include, but not limited, Satellites, Equipment, Ground Equipment, Ground Segment, the system of GIS Application and Solution and Documentation, as specified in the Contract Documents.
- 1.8 “Equipment” means all the equipment, goods, materials, parts, hardware, software and item, components, spares, accessories, supplies, assemblies, subsystem and complete systems to be delivered by the CONTRACTOR under this Contract including those, even though not specified herein, necessary or required for the completion of Work and/or Network operation.
- 1.9 “External Datasets” means remote sensing data sets with combinations of resolutions (spectral, spatial, temporal) and area of interest, the specifications and the provision of such External Datasets are provided in Appendix B (Technical and Performance Specification) and Appendix C (Statement of Work).
- 1.10 “Good Industry Practice” means the internationally recognized methods and practices (including standard of care and diligence) which could reasonably be expected from international leading, highly experienced and competent satellite procurement and launch services contractors in performing or providing the same (or otherwise similar) type or nature of Works or Services under this Agreement to the extent however that such methods or practices do not contradict the Contract Documents.
- 1.11 “Ground Equipment” means all the equipment, materials, parts, hardware items, components, assemblies, subsystems, complete systems and software required for the Ground Segment including equipment, system, subsystem and software required for the GIS Application and Solution as per requirements and technical and performance specifications set out in Appendix B (Technical and Performance Specification) and Appendix C (Statement of Work).

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- 1.12 “Ground Segment” mean a fully equipped and installed ground control facility to control the Group of Satellites during their respective life time and the data receiving, recording and processing portion of the ground station.
- 1.13 “Group of Satellites” mean the Satellites (to be procured under this Contract) and all other satellites, which are specified in Appendix C (Statement of Work), if any.
- 1.14 “Integrated Solutions” means total integrated solutions types of dense clusters of such solutions, which open up a whole new level of co-creation across GISTDA and government agencies and public as well as social enterprises, up to decision making at government level.
- 1.15 “Intellectual Property Rights” or “IP” means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, trade secrets, and all other intellectual property rights (which for this purposed (i) include rights in designs, database rights, rights to use, confidential information (including technical information, drawings, manuals, software programme, and know-how and (ii) in each case whether registered or unregistered and (iii) include all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world).
- 1.16 “Key Sectors” means Agricultural, Integrated Water Management, Disaster and Geo-Hazard, Climate and Environment, Social Wellness and Security, and Urban and Economic Corridor Planning, the details of each sector are provided in Appendix A (Terms of Reference).
- 1.17 “Launch” or “Launching” means the intentional release from the ground of the Launch Vehicle.
- 1.18 “Launch Date” means the established date on a specific calendar day for the Launch pursuant to this Contract.
- 1.19 “Launch Failure” means any of the following events:

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- (a) due to causes primarily attributable to the Launch Vehicle and Launch Vehicle-related events that occur at any time from Launching until separation of the respective Satellites from the Launch Vehicle, the said Satellites is destroyed, permanently lost or unable to be physically separated from the Launch Vehicle; and
- (b) the event as specified in Article 32.1
- 1.20 “Launch Support Service” means the services provided by the CONTRACTOR in support of launching the Satellites as detailed in Appendix C (Statement of Work) to the Contract.
- 1.21 “Launch Site” means the facility where the preparations are made for Launch Vehicle to takeoff for Launch.
- 1.22 “Launch Vehicle” means the launcher to be selected by the CONTRACTOR for the launch of the THEOS - 2 Satellites, the specifications and qualifications of which shall be in accordance with the Contract Documents.
- 1.23 “Licensed Intellectual Property Rights” mean the Intellectual Property Rights to be assigned or licensed to the CUSTOMER for the purpose of Technology Transfer as specified in Appendix C (Statement of Work).
- 1.24 “Licensed Period” means an indefinite period of time or a period of time as specified in Appendix C (Statement of Work).
- 1.25 “Licensed Use” means make, use, have made and sell, import and reproduce, distribute, publicly perform, publicly display and make a derivative work.
- 1.26 “Main Satellite” means a very high resolution optical satellite, which shall respond to the highest requirements in terms of resolution (at nadir), the specifications and provision of which are provided in Appendix C (Statement of Work).
- 1.27 “Network” means Earth observation system network consisting of the scope of Work Item I (including Satellites), scope of Work Item II, scope of Work Item III, scope of Work Item IV, and scope of Work Item V (together with all related ancillary facility, and

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system (including archive system) and connection to other existing network as required under the relevant Contract Documents.

- 1.28 “Party” means the CUSTOMER or the CONTRACTOR, collectively referred to as the “Parties”.
- 1.29 “Provisional Acceptance Certificate” means acceptance of work with the obligation to the CONTRACTOR to correct minor deficiencies identified at the time of the said acceptance within a mutually agreeable schedule.
- 1.30 “Review” means a technical meeting on a given issue where all aspects of the corresponding issue are presented, discussed, where action plan is set up or reviewed with systematic examination of each item for the purpose of assessing the results obtained at a given time in the project.
- 1.31 “Services” means all labour, design, engineering, launching (including Launch Support Service, insurance provision, assembling, inspection, testing, installation, commissioning and any other service, which include planning, transferring of technology and training, to be provided, performed or rendered by the CONTRACTOR under this Contract.
- 1.32 “Site” means the data reception, processing and mission control centre in Thailand, which will be designated by the CUSTOMER.
- 1.33 “Satellites” means the THEOS - 2 satellites, consisting of Main Satellite and Small Satellite, to be provided under this Contract, the specifications and qualifications of which shall be in accordance with the Contract Documents.
- 1.34 “Small Satellite” means a small satellite of 50 – 100 kilograms, the specifications and provision of which are specified in Appendix B (Technical and Performance Specification) and Appendix C (Statement of Work).
- 1.35 “Subcontractor” means a person, firm, corporation or business entity which has been awarded a subcontract by the CONTRACTOR, and approved by the CUSTOMER in accordance with Article 7.1, to provide a portion of the Work covered by this Contract.

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- 1.36 “Technology Transfer” means transferring of technology, expertise, knowhow, facilities, or IP, as the case may be, from the CONTRACTOR and/or any person legally owned or licensed to use such technology, expertise, knowhow, facilities, or IP to the CUSTOMER and/or its designated person, as per the plans, schedules and methods provided in the [DOCUMENT] in **Appendix C** (Statement of Work).
- 1.37 “Work” means all Work Item I, Work Item II, Work Item III, Work Item IV, Work Item V, Services, Equipment, Ground Equipment, Documentation and all other matters and things to be furnished in accordance with **Appendix C** (Statement of Work) to this Contract and rights to be transferred by the CONTRACTOR to the CUSTOMER under this Contract. For the sake of clarity, such Work shall include all acts and things which are necessary or required to be performed by the CONTRACTOR for the completion of any and all parts of the Work.
- 1.38 “Work Item I” means Earth Observation Satellite Systems and data receiving station and data processing facility improvement (including the Satellites and Ground Segment) as described in the respective parts of **Appendix B** (Technical and Performance Specification) and **Appendix C** (Statement of Work).
- 1.39 “Work Item II” means Satellite image production and data service system development as described in the respective parts of **Appendix B** (Technical and Performance Specification) and **Appendix C** (Statement of Work).
- 1.40 “Work Item III” means application systems development for related organizations as specified in and/or as instructed by the CUSTOMER to the CONTRACTOR as described in the respective parts of **Appendix B** (Technical and Performance Specification) and **Appendix C** (Statement of Work).
- 1.41 “Work Item IV” means ICT infrastructure improvement with connection to respective geo-informatics data providers and user organizations as described in the respective parts of **Appendix B** (Technical and Performance Specification) and **Appendix C** (Statement of Work).

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- 1.42 “Work Item V” means capacity building and Technology Transfer on remote sensing technology, industry and services as described in the respective parts of **Appendix B** (Technical and Performance Specification) and **Appendix C** (Statement of Work).

2 LANGUAGE

- 2.1 The Contract and all related correspondence, notification and communications including Documentation given or provided to either Party under this Contract shall be in the English language.
- 2.2 Words importing the singular only shall also include the plural and vice versa, where the context requires.

3 HEADING, TITLES AND INTERPRETATIONS

- 3.1 The titles given to the Articles herein are inserted for convenience only and are in no way to be construed as part of this Contract or a limitation to the scope of the particular Article to which the title refers.
- 3.2 Expressions such as “herein”, “hereunder” and similar expressions refer to the Contract in its entirety and not just any particular Article or Appendix to this Contract.
- 3.3 Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
- 3.4 The terms “include” and “including” shall be construed as being at all times followed by the words “without limitation” unless the context specifically indicates otherwise.
- 3.5 Reference to this Contract or any document shall include any amendment or addition to or replacement of this Contract or such any document.

4 CONTRACT DOCUMENTS AND PRIORITY

- 4.1 The following documents are hereby appended and made integral part of this Contract. They are listed in order of precedence:
- a. This Contract;
 - b. Appendix A (Terms of Reference);
 - c. Appendix B (Technical and Performance Specification);

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- d. Appendix C (Statement of Work);
- e. Appendix D (Milestone Payment Plans [and Contract Delivery Schedule]);
- f. Appendix E (Advance Payment Guarantee and Performance Guarantee);
- g. Appendix F (Contractor Proposal); and
- h. Appendix G (Form of Memorandum of Understanding).

In case of any discrepancy or inconsistency among the foregoing documents, the documents shall have the foregoing order of precedence.

4.2 In case of conflict or inconsistency between this Contract and the documents listed above, precedence shall be given to this Contract (without the Appendices).

4.3 The Contract Documents are complementary and shall be interpreted as a whole, and the intent of the whole, rather than the interpretation of any specific part or Article shall govern.

5 CONDITIONS PRECEDENT

5.1 The CONTRACTOR acknowledges and agrees that the effectiveness of this Contract is conditional upon satisfaction, or waiver by the CUSTOMER, of the condition that the Memorandum of Understanding in a form set out in Appendix G (Memorandum of Understanding) has been duly executed on or before the execution hereof.

5.2 The CONTRACTOR shall use its best effort to ensure that the conditions precedent referred to in Article 5.1 above is fulfilled as soon as reasonably practicable, but in any event, on or before the execution date hereof, unless extended or waived by the CUSTOMER.

5.3 The CONTRACTOR shall regularly update the CUSTOMER in writing on any progress of the Memorandum of Understanding execution by its relevant government.

5.4 The CUSTOMER may, at any time, waive, in whole or in part and conditionally or unconditionally, the conditions precedent referred to in Article 5.1 by giving a written notice to the CONTRACTOR.

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- 5.5 If as a result of The CONTRACTOR failure to fulfil its obligations in order to satisfy the conditions precedent set out in Article 5.1 on or before the date of execution of this Contract, the CUSTOMER may by written notice to the CONTRACTOR terminate this Contract with immediate effect. Following issuance of such termination notice the CUSTOMER shall be entitled to draw the entire amount of the tender security delivered to the CUSTOMER during the tender process. Save to the extent necessary to give effect to this Article 5.5, this Contract shall, following such termination, be of no further force or effect and the Parties shall have no other liability or obligation to each other of any kind in connection with this Contract, except expressly specified otherwise herein.

6 OBJECT OF CONTRACT AND SCOPE OF WORK

- 6.1 The CUSTOMER agrees to buy from the CONTRACTOR and the CONTRACTOR agrees to sell and deliver to the CUSTOMER the followings on a timely manner and as per the details described in the respective parts of **Appendix C** (Statement of Work) and **Appendix B** (Technical and Performance Specification):

a. **Scope of Work Item I**

- (i) Access to the External Datasets through relevant agreements, contracts or any other documents duly permitting/authorizing such access;
- (ii) Main Satellite;
- (iii) Small Satellite;
- (iv) Test and Launching of the Satellites;
- (v) Multi-Mission Satellite control and data receiving station;
- (vi) National Security Ground Segment; and
- (vii) Other Deliverable Items under the scope of Work Item I as instructed by the CUSTOMER and/or proposed by the CONTRACTOR specified in **Appendix C** (Statement of Work) and **Appendix F** (Contractor Proposal),

b. **Scope of Work Item II**

- (i) Satellite image processing and standard imagery production system;

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- (ii) Archive, catalogue and users service system;
 - (iii) Archive for national security; and
 - (iv) Other Deliverable Items under the scope of Work Item II as instructed by the CUSTOMER and/or proposed by the CONTRACTOR specified in **Appendix C** (Statement of Work) and **Appendix F** (Contractor Proposal),
- c. Scope of Work Item III
- (i) Integrated Solutions for the Key Sectors;
 - (ii) Core imaging products; and
 - (iii) Other Deliverable Items under the scope of Work Item III as instructed by the CUSTOMER and/or proposed by the CONTRACTOR specified in **Appendix C** (Statement of Work) and **Appendix F** (Contractor Proposal),
- d. Scope of Work Item IV
- (i) High Security IT Infrastructure for data management and data dissemination to users with connection to the National Spatial Data Infrastructure (NSDI);
 - (ii) Data link between archive system and national security system (GEOINT/IMINT);
 - (iii) Data link with other non-satellite based sensors and/or systems; and
 - (iv) Other Deliverable Items under the scope of Work Item IV as instructed by the CUSTOMER and/or proposed by the CONTRACTOR specified in **Appendix C** (Statement of Work) and **Appendix F** (Contractor Proposal).
- e. Scope of Work Item V
- (i) Satellite assembly, integration and test (AIT) facility;
 - (ii) Satellite Engineering Model;
 - (iii) Human resources development through co-development of the Main Satellites, Small Satellite and a satellite engineering model, integrated

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solutions and applications, practical and on-the-job trainings, training programmes;

- (iv) Technology Transfer;
- (iv) Research institutes and local enterprises with satellite part production or satellite subsystem development capabilities; and
- (v) Other Deliverable Items under the scope of Work Item V as instructed by the CUSTOMER and/or proposed by the CONTRACTOR specified in **Appendix C** (Statement of Work) and **Appendix F** (Contractor Proposal).

- 6.2 The CONTRACTOR shall provide necessary personnel, supplies, materials and facilities including labour and management services and perform all the Work and deliver all the Equipment and Documentation in accordance with this Contract and all the documents referred to herein and identified as the Contract Documents.
- 6.3 The CONTRACTOR shall design, engineer, supply, assemble, install, test, commission and deliver the Network and all related Deliverable Items in accordance with the Contract Documents (including the Network design plan as specified in the TOR).
- 6.4 The CONTRACTOR shall ensure that, upon completion, the Network meets the requirements set out in the relevant Contract Document.
- 6.5 The CONTRACTOR shall provide all engineering and other related Services to meet all interface and interaction requirements among all Equipment and Ground Equipment and to meet applicable interface or interaction requirements for third-party equipment (if any) and the CUSTOMER furnished facility and item provided by the CUSTOMER.

7 SUBCONTRACTING

- 7.1 The Parties agree that for the purpose of this Contract, the CONTRACTOR shall have the right to subcontract such portion of the Work to Subcontractors as defined in [.....]. In addition, the CONTRACTOR shall have the right to alter this subcontracting scheme, provided that prior written approval is given by the CUSTOMER. Such CUSTOMER approval shall not be unreasonably withheld.

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Subcontractors must be selected only from the competent and qualified subcontractors with high experience in the area of Work for which such subcontractors shall be responsible.

- 7.2 Subject but not limited to Article 17, any such approval, if given shall not relieve the CONTRACTOR from any liability or obligation under the Contract and the CONTRACTOR shall, regardless of whether such approval is required under this Article 7.1, be liable for the defaults and neglects of any of its Subcontractor's, agents or workmen as fully as if they were the acts, defaults and neglects of the CONTRACTOR.

8 CONTRACT PRICE

- 8.1 The CUSTOMER hereby agrees to pay the CONTRACTOR in the manner prescribed in Article 12 entitled "Method and Terms of Payment" herein the Contract Price of:

- a. Baht [•] ([•]) for the purchase of and delivery of the Work Item I (including all transportation and related costs);
- b. Baht [•] ([•]) for the purchase of and delivery of the Work Item II (including all transportation and related costs);
- c. Baht [•] ([•]) for the purchase of and delivery of the Work Item III;
- d. Baht one hundred million [•] ([•]) for the purchase of and delivery of the Work Item IV; and
- e. Baht four hundred sixty million [•] ([•]) for the purchase of and delivery of the Work Item V;

in consideration of the execution of the Work in accordance with the Contract.

Upon the full, satisfactory and timely completion of each payment milestone and upon acceptance by the CUSTOMER in accordance with the requirements of this Contract, the CONTRACTOR shall be entitled to payment by the CUSTOMER of each payment in accordance with the relevant part of Appendix D (Milestone Payment Plans [and Contract Delivery Schedule]).

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For the avoidance of doubt, the Parties acknowledge and agree that, except to the extent expressly provided otherwise herein, the Contract Price above includes all direct and indirect costs of whatever nature required to complete the Work and that the cost of performing the Work shall be at the sole risk of the CONTRACTOR who shall be deemed to have obtained all information and taken into account all circumstance which may affect the cost in establishing the Contract Price.

- 8.2 Contract Prices do not include any tax, charge, duty, withholding tax, contributions, fees, or dues of any nature whatsoever levied in Thailand on the CONTRACTOR, by reason of any act, transaction, sale, import, supply, service or payment resulting from the performance of this Contract.

Any such tax paid by the CONTRACTOR after consultation of the CUSTOMER or withheld by the CUSTOMER or by any Thai authority from the payments due to the CONTRACTOR, under or in relation to this Contract, will be repaid by the CUSTOMER to the CONTRACTOR in addition to the price quoted hereabove.

This however does not include the payment of taxes of any nature, if any, by the CONTRACTOR pursuant to any purchase of services associated with the Ground Segment and carried out in Thailand.

Taxes, charges, fees or duties of nature levied outside Thailand for the performance of the Work under this Contract are also the responsibility of the CONTRACTOR.

9 CUSTOMER FURNISHED FACILITIES AND ITEMS

- 9.1 All CUSTOMER furnished facilities and any other items to be provided by the CUSTOMER to the CONTRACTOR shall be made available, free of charge and on time at the appropriate place in accordance with Appendix C (Statement of Work). The CONTRACTOR shall be responsible for any loss or damage caused by the CONTRACTOR, or its Subcontractors, agents or workmen, to such facilities or items. In particular, all the Ground Segment site facilities shall be made available for the start of the Ground Segment site installation as defined in Appendix C (Statement of Work).

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- 9.2 Notwithstanding the above, the CONTRACTOR shall be responsible to ensure that each of the Equipment supplied by the CONTRACTOR is and will be able to be fully used, interfaced with or integrated with such furnished facilities or items provided by the CUSTOMER. Therefore, the CONTRACTOR shall be responsible for any loss or damage to the Equipment supplied by the CONTRACTOR or its Subcontractors, if any, and any CUSTOMER furnished facilities or items provided by the CUSTOMER, which is attributable to the use, interface or integration with the CUSTOMER furnished facilities or items provided by the CUSTOMER.

10 PUBLIC RELEASE OF INFORMATION

- 10.1 At least fifteen (15) working days prior to the release of news releases, articles, prepared speeches and other information releases concerning the Work to be performed hereunder, the CONTRACTOR shall obtain the written approval of the CUSTOMER concerning the content of such information. Such approval shall not be unreasonably withheld.
- 10.2 In the event the CUSTOMER fails to respond to the CONTRACTOR written request, or the CONTRACTOR fails to respond to the CUSTOMER written request, within the time period provided, request, thereby, shall be deemed to have been approved. The above restriction shall not be enforceable if a release is required to be made to satisfy a legal or fiduciary requirement.

11 TAXES, DUTIES, SPECIAL DOCUMENTS AND LICENSES

- 11.1 Any taxes, duties, fees or any other charges levied on the Equipment and/or Ground Equipment to be purchased by the CUSTOMER hereunder, and/or on the Services provided by the CONTRACTOR, by any authority outside and inside Thailand shall be borne by the CONTRACTOR.

All taxes, duties, fees or any other charges levied by any Thai authority shall be borne by the CUSTOMER, except for those levied on any services associated with the Ground Segment carried out in Thailand pursuant to paragraph 3 of Article 8.2. Notwithstanding the provision of the first sentence of this Article 11.1. The Party (as designated in the TOR) shall be responsible for any and all taxes, import duties, fees and other charges (other than profit or income taxes) which may be imposed, assessed or levied, under any

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jurisdiction, with respect to the import of the Satellites and temporary importation of Equipment onto the Launch Site.

For the avoidance of doubt, in the event the Satellites (including its included imported goods) and Equipment are not exported or imported in timely manner for any reason (other than the CUSTOMER's fault), any taxes, duties, fees, charges and penalties arising therefrom shall be also the CONTRACTOR's responsibility.

11.2 The CUSTOMER, as the importer into Thailand of the Equipment and/or Ground Equipment to be purchased under this Contract shall take all necessary steps and proceedings for its exemption from any customs duties, municipality tax, or any other of taxation or any required permits, quotas, waivers in Thailand in connection with the import of such Equipment and/or Ground Equipment. Within thirty (30) days of delivery the CONTRACTOR shall submit to the CUSTOMER all necessary documentation needed for the application for tax exemption. Any delays in customs clearance and subsequent delivery times resulting from the failure to submit these documents within the stipulated time period shall be the responsibility of the CONTRACTOR. The CUSTOMER shall provide necessary support to identify all documentation required from the CONTRACTOR for the application of tax exemption.

11.3 Should an exemption not be granted to the CUSTOMER, all such customs duties, municipality tax or any other tax levy, charge or subscription in Thailand with respect to the import of the Equipment and/or Ground Equipment into Thailand shall be paid by the CUSTOMER.

The CONTRACTOR shall assist the CUSTOMER by supplying all relevant documents and details needed to obtain such duty, tax exemption or other relief within the time requested by the CUSTOMER.

11.4 The CUSTOMER shall be responsible for customs clearance of all deliverables to the Site under the Contract. The CONTRACTOR shall assist the CUSTOMER in the process by providing all necessary documentation needed for customs clearance.

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- 11.5 The CONTRACTOR shall obtain and bear all costs incurred in obtaining any permits and licenses required by any authority outside Thailand for importation of the Equipment and/or Ground Equipment into Thailand by the CUSTOMER under the Contract.
- 11.6 The CUSTOMER shall obtain and bear all costs incurred in obtaining local permits and licenses required by Thai authority in connection with the installation and operation of the Equipment and/or Ground Equipment.
- 11.7 The Party (as designated in the TOR) shall obtain and bear all costs incurred in obtaining any International permits, clearance, coordination and licenses required for launching and operating the Satellites. This include in particular all licenses, permits necessary to perform testing of the Satellites and Ground Segment to maintain Satellites at orbital location; obtain the necessary orbital location, frequency spectrum, antenna coverage and other licenses to operate the Satellites. The CONTRACTOR and the CUSTOMER will reciprocally assist each other in the performance of its responsibility.

12 METHOD AND TERMS OF PAYMENT

- 12.1 The Contract advance payments (“**Advance Payment**”) set forth as Milestone No. [•] in **Appendix D** (Milestone Payment Plans [and Contract Delivery Schedule]) shall be due and payable by the CUSTOMER within thirty (30) Days from the date of execution of this Contract, upon presentation of the CONTRACTOR commercial invoice to the CUSTOMER. Payment shall be effected by swift or wire transfer to the CONTRACTOR bank account to be designed, and notified to the CUSTOMER in writing in advance, by the CONTRACTOR.

The Advance Payments as stated in the preceding paragraph shall made only upon submission by the CONTRACTOR of an Advance Payment Guarantee issued by a commercial bank in Thailand acceptable to the CUSTOMER in the form attached hereto as **Appendix E** (Advance Payment Guarantee and Performance Guarantee). The amount of security under the Advance Payment Guarantee shall be equal to the sum of Advance Payments to be received. Such security shall be valid until, and shall be released to the CONTRACTOR when, the last payment is made.

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- 12.2 The CUSTOMER shall pay the CONTRACTOR the remaining balance by means of a swift or wire transfer to the CONTRACTOR bank account to be designated, and notified to the CUSTOMER in writing in advance, by the CONTRACTOR which shall become due in accordance with the Milestone Payment Plans set out in Appendix E(Milestone Payment Plans and Advance Payment Guarantee). Upon completion of each milestone event, the CONTRACTOR shall present its invoice indicating that the applicable milestone event has been achieved and the appropriate Acceptance Certificate issued in accordance with Article 27.

Any and all payment of the Contract Prices shall only be made after the CUSTOMER has already inspected and evaluated the work of the CONTRACTOR for each installment or for the entire work, as the case may be, pursuant to Articles 23 and 26.

- 12.3 If the progress under the Contract is such an individual milestone event is substantially complete but the full amount cannot be invoiced due to Force Majeure, as defined herein, or any reason whatsoever, the CUSTOMER shall certify an amount consistent with the progress completed in the CONTRACTOR invoice and remaining amount shall be invoiced at the time of completion of the milestone event.
- 12.4 Any of the payment obligations of the CUSTOMER under this Contract shall be made in Thai Baht unless otherwise mutually agreed in writing by the Parties.
- 12.5 Unless the Parties mutually agree otherwise, any and all payments hereunder (in addition to the payment pursuant to Articles 12.1 and 12.2) shall be made by way of swift or wire transfer to the bank account designated and notified by the Party to whom the payment shall be made.
- 12.6 The CUSTOMER shall be entitled to set off the amount due or to become due which the CONTRACTOR is required to pay the CUSTOMER, against any money due or to become due to the CONTRACTOR, provided that the CUSTOMER shall notify the CONTRACTOR of such setoff in writing at least three (3) working Days prior to such setoff.

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13 UNDERTAKING TO PERFORM AND PERFORMANCE GUARANTEE

13.1 The CONTRACTOR will ensure to the CUSTOMER that this Contract is well administered and well managed in its technical, financial and operational aspects as well as ensuring that its Subcontractors, agents and workmen comply with all the specifications and obligations stipulated in the Contract.

In this respect, the CONTRACTOR warrants and agrees that it shall perform the Work in accordance with this Contract, the Contract Documents and the applicable laws:

- a. in a competent, proper and workmanlike manner;
- b. exercising an internationally recognized standard of skill, diligence and care; and
- c. to a standard equal to Good Industry Practice and to the satisfaction of the CUSTOMER.

13.2 The undertaking to perform under paragraph 1 of Article 13.1 shall not cover any circumstances related to the Launch failure.

13.3 Pursuant to Articles 28, 29 and 30 of this Contract, the CONTRACTOR shall have no liability whatsoever (for the sake of clarity, except the CONTRACTOR obligation with respect to the claim of orbit insurance which is provided pursuant to Article 30) for Launch Failures.

13.4 Upon signature of this Contract, the CONTRACTOR shall furnish to the CUSTOMER a Performance Guarantee issued by a commercial bank in Thailand acceptable to the CUSTOMER in the form attached hereto as **Appendix E** (Performance Guarantee). The amount of security under the Performance Guarantee shall be five percent (5%) of the Contract Price. The validity of the security shall be maintained accordingly. The said security shall be valid from the date of signing this Contract until the CONTRACTOR is free from its liabilities.

14 EFFECTIVE DATE OF CONTRACT

Subject to the fulfilment by the CONTRACTOR, or otherwise waived by the CUSTOMER, of the conditions precedent set forth in Article 5 above, this Contract shall enter into force on the date the CUSTOMER has obtained all governmental

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authorizations made necessary for the signature of this Contract under the laws and regulations of Thailand and its subsequent execution by both Parties (the “**Effective Date of Contract**”). Work shall start on the date when the Advance Payment invoice is received by the CUSTOMER, provided that such Advance Payment is received by the CONTRACTOR within thirty (30) Days from its invoice date.

15 DELIVERABLE ITEMS AND DELIVERY SCHEDULE

- 15.1 The CONTRACTOR shall punctually and completely deliver to the CUSTOMER all Deliverable Items as detailed in Appendix C (Statement of Work) in accordance with the Contract Delivery Schedule in Appendix D.
- 15.2 All Work, when applicable, shall be subject to Inspection and In-plant Testing in accordance with Article 23 herein before delivery takes place.
- 15.3 Except for the Satellites, the delivery of Equipment, Ground Equipment and Documentation shall be Carriage Insurance Paid (“**CIP**”) to Site in Thailand.
- 15.4 The Satellites shall be delivered CIP to the designated Launch Site.
- 15.5 The term CIP shall be defined as set out in the International Chamber of Commerce 2000 2010 Edition of Incoterms, however, transfer of title and risk of loss shall be in accordance with Article 31.
- 15.6 Packaging and marking of deliverable Equipment [and the Ground Equipment] shall be in accordance with the CONTRACTOR or the CONTRACTOR, Subcontractor’s standard commercial practice.

16 SATELLITES LAUNCH DATE

- 16.1 The CONTRACTOR shall have the Satellites supplied hereunder launched on the Launch Date specified as Launch (Window) in Appendix [•] ([•]). The Launch Date is predicated upon the Ground Segment site facilities being made available to the CONTRACTOR for the start of Ground Segment site Installation as per the Contract Delivery Schedule in Appendix D [•] ([•]).
- 16.2 An equitable adjustment to the Contract Delivery schedule and any other affected terms and conditions of this Contract shall be made, on terms to be mutually agreed, if the

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scheduled Launch Date is changed and such change is attributable to the acts or omissions of the CUSTOMER.

- 16.3 In the event that any of the Satellites is required to be stored due to Launch postponement reason which is caused by the CUSTOMER's fault, the Parties will negotiate an amendment to the Contract whereby the CONTRACTOR will provide storage, extended insurance, and any necessary inspection, retesting and/or refurbishment before the rescheduled Launch at a price and on terms to be mutually agreed.
- 16.4 In the event of any delay in delivery of any Satellites and/or any related Equipment to the Launch Site, which is attributable to the CONTRACTOR fault, all costs and expenses including storage charge, transportation and other expenses for, or relating to extended insurance, inspection, retest and/or refurbishment shall be the CONTRACTOR responsibility.

17 FORCE MAJEURE

- 17.1 The CONTRACTOR shall not be held liable for any delay or failure to perform any of its obligations under this Contract due to circumstances beyond its reasonable control, and that of its suppliers and Subcontractors, without the fault and negligence of the CONTRACTOR claiming for Force Majeure. Such events of Force Majeure shall include any law, order, decree, regulation, act(s), direction or acts of governments in their sovereign capacity (including Launch delays caused by the launch site country government) and not in their contractual capacity, agency or corporation of any one or more of such governments, which has effect on the performance of the Contract; non availability of the launcher; insurrection; riots; national emergencies; war, whether declared or not; acts of public enemies; acts of God; strikes; lockout (excluding strikes or lockouts at the CONTRACTOR or its Subcontractor's owned or operated facilities) or fires; flood; storms; explosions; unusually severe weather; earthquakes; or other catastrophes or serious accidents, epidemics, or embargoes.

Notwithstanding the foregoing, Article 17.1 shall not be applied to the cases (a) where the CONTRACTOR (or any of its suppliers, Subcontractors, agents, or employees) is or should be aware of, or should foresee such event of Force Majeure and such event of

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Force Majeure is avoidable or preventable if the prudent and careful or regular inspection is made and (b) where the CONTRACTOR (or any of its suppliers, Subcontractors, agents, or employees) participates in creation of such event of Force Majeure or the impact therefrom. For the avoidance of doubt, the Parties acknowledge and agree that neither the CONTRACTOR's obligation shall be relieved nor suspended solely due to an increase of cost or otherwise adverse economic consequence.

- 17.2 The CUSTOMER shall not be held liable for any delay or failure to perform any of its obligations under this Contract due to circumstances beyond the reasonable control of itself and of its government authorities, without the fault and negligence of the CUSTOMER claiming for Force Majeure. Such events of Force Majeure shall include any insurrection; riots; national emergencies; war, whether declared or not; acts of public enemies; acts of God; strikes, lockouts or fires; flood; storms; explosions; unusually severe weather; earthquake; or other catastrophes or serious accidents, epidemics, or embargoes which indisputably affects the capacity of the CUSTOMER to perform its obligations under the Contract.
- 17.3 The Party claiming relief on account of Force Majeure shall notify the other Party in writing within ten (10) working days after such event shall have occurred. Such notice shall include details of the event. Such evidence as stated shall be verified by an agency acceptable by both Parties or and by the Royal Thai or [•] Embassy in country where such Force Majeure occurs. Within twenty (20) working days of the aforementioned notice, a letter including work-around plans, alternate sources, or any other means shall be submitted by the Party and the Party will utilize them to minimize the impact of any delay on the Work. In such event, an equitable adjustment to the Contract Delivery Schedule and any other affected terms and conditions stated in this Contract shall be mutually agreed by the Parties.

Contest if any shall be notified to the Party claiming relief on account of Force Majeure within fifteen (15) days from the date of notice of the Force Major event.

- 17.4 Should an event of Force Majeure persist for a period of one hundred and eighty (180) consecutive calendar days or more from the date such Force Majeure event has occurred,

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the Contract may be terminated provided not less than thirty (30) Days' notice in writing is provided by either Party. The CONTRACTOR shall then be entitled to be paid by the CUSTOMER for all incurred, due and non-cancellable costs in the performance of the Contract up to the date of notice of termination at rates and prices provided in the Contract. In such event, the Parties shall discuss in good faith which elements of the system can be delivered to the CUSTOMER.

18 DELAYS

18.1 In the event of any delay caused to the CONTRACTOR by the CUSTOMER, due to the CUSTOMER not performing any of its contractual obligations in proper and timely manner, an equitable adjustment to the Contract Delivery Schedule and any other affected terms and conditions of this Contract shall be made.

18.2 In case the CONTRACTOR fails to complete any and/or the whole Work within the time specified in the **Appendix D** (Milestone Payment Plans and [Contract Delivery Schedule]) herein, the CONTRACTOR shall pay to the CUSTOMER the sum of 0.01% of the Contract Prices as liquidated damages for such delays for every day or part of a day which shall elapse between the time for completion prescribed in this Contract as per **Appendix D** (Milestone Payment Plans and [Contract Delivery Schedule]) or extended time allowed, as the case may be, and the date of certified completion of the Work. The CUSTOMER may, without prejudice to any other method of recovery or remedies of the CUSTOMER under this Contract or by law, deduct the amount due to the CONTRACTOR under this Contract. The payment or deduction of such liquidated damages shall not relieve the CONTRACTOR from its obligation to complete the Work or from any other obligations or liabilities under this Contract.

19 TERMINATION FOR DEFAULT

19.1 The Contract may be terminated by either Party in whole or in part in the event that the other Party materially breaches the Contract and, within a period of sixty (60) Days after written notification thereof to the Party alleged to be in major breach of the Contract, no actions have been taken to remedy such breach. A delay in delivery, not caused by Force Majeure, shall not be deemed a material breach until it exceeds eighteen (18) months.

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- 19.2 In the event of a notification of termination of the Contract for default by either Party, the Parties shall in good faith endeavor to reach amicably a negotiated settlement. In the event that such settlement cannot be reached within one hundred twenty (120) Days after receipt of written notification of default, the subject matter will be settled in accordance with Article 39 (Arbitration).
- 19.3 In the event of termination of the Contract by the CUSTOMER for the default of the CONTRACTOR, the CUSTOMER shall be entitled to compensation up to the amount actually suffered by the CUSTOMER at the time of the termination. Such compensation shall include all costs and charges incurred by the CUSTOMER, together with any increased costs to complete the Work under the Contract, which shall be deducted from any money due or which may become due to the CONTRACTOR. For the avoidance of doubt, nothing in this Article 19.3 shall preclude the CUSTOMER from exercising any rights and remedies it has at law, including monetary compensation for damages, arising upon any such termination.
- 19.4 In the event of termination of the Contract by the CONTRACTOR for default of the CUSTOMER, the CONTRACTOR shall be paid by the CUSTOMER for all its actually incurred costs including costs of termination. The CONTRACTOR shall use its best efforts to mitigate terminated costs.
- 19.5 The CUSTOMER may at any time terminate the Contract by giving written notice to the CONTRACTOR, without compensation to the CONTRACTOR, if the CONTRACTOR becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CUSTOMER.
- 20 CHANGES**
- 20.1 Either Party shall have the right to request changes within the general scope of the Contract. If such change causes an increase or decrease in the cost of or time required for performance of the Contract, an equitable adjustment to the Contract Prices, the Contract Delivery Schedule and any other affected terms and conditions of this Contract shall be mutually agreed by the Parties in the form of Contract amendment.

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- 20.2 Within thirty (30) Days of receipt by the CONTRACTOR of a written definition of the desired change to the Contract from the CUSTOMER, the CONTRACTOR shall respond in writing stating the consequences of such change in terms of equipment, delivery schedule, price and payment terms or any other conditions as may apply. The CONTRACTOR shall not be required to proceed with the change unless mutual written agreement has been reached between the Parties.
- 20.3 The CUSTOMER may cause a Contract change either by its actions or inactions in its areas of responsibility as defined in this Contract and its Appendices. In such occurrence(s), an equitable adjustment shall be made in the Contract Delivery Schedule or any other Contract term, as the case may be.

21 STATUTORY AND OTHER REGULATIONS

In the event the cost to the CONTRACTOR of performing its obligations under the Contract is materially affected by reason of enactment, after the Effective Date of Contract, of any law or of any order, regulation, decrees or by-law having the force of law in Thailand, an equitable adjustment to the Contract Price, the Contract Delivery Schedule and any other affected terms and conditions of this Contract shall be mutually agreed by the Parties under Article 20 (Changes).

22 WAIVERS

- 22.1 All requests for deviation from Contract requirements shall be submitted by the CONTRACTOR for the CUSTOMER approval with justification and analysis of the impact of such deviation on the overall performance of the Work. The CUSTOMER will, in good faith, review the CONTRACTOR request. In the event that the CUSTOMER rejects such request the specific ground for the rejection shall be communicated to the CONTRACTOR in writing and the Parties shall negotiate in good faith until an acceptable agreement is reached. The application of this Article 22.1 shall in no way permit the CONTRACTOR to suspend or delay his performance of the work or any part thereof pending the review of the CONTRACTOR's requests.

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- 22.2 A waiver of any breach of a provision hereof shall not be binding upon either Party unless the waiver is in writing and signed by a duly authorized representative of the Party as applicable.
- 22.3 Except as specifically provided to the contrary in the Contract, failure by either Party to assert any of its rights under the Contract shall not be construed as a waiver thereof.
- 22.4 The waiver by either Party of any breach or default hereunder by the other Party shall not be construed as a waiver by the former Party of any subsequent breach or default of the same or any other provision hereunder.

23 INSPECTION AND IN-PLANT TESTING

- 23.1 The CUSTOMER shall be entitled at all reasonable times to have access to Work in progress for the purpose of witnessing in-plant testing and inspecting Equipment [and Ground Equipment] that are Available for Shipment ("**Inspection and In-Plant Testing**") before delivery to Site, provided that such access does not unreasonably interfere with the Work. The CONTRACTOR and/or Subcontractors shall prepare the working area or facilities to be clear on the day of the Inspection and In-Plant Testing by the person designated by the CUSTOMER, as well as providing coordination, facilities and ensuring safety for the CUSTOMER designated person.
- 23.2 Access to Work in progress being performed under this Contract by Subcontractors shall be granted to the extent permitted by such Subcontractors.
- 23.3 Upon successful completion of such Inspection and In-Plant Testing with respect to any Equipment or Ground Equipment, which is Available for Shipment, the CUSTOMER shall sign the appropriate "**Inspection Certificate**".
- 23.4 The CONTRACTOR shall provide the CUSTOMER with no less than thirty (30) Days' advance written notice of its intention to commence any Inspection and In-Plant Testing.
- 23.5 All Inspection and In-Plant Testing shall be conducted in accordance with the CONTRACTOR's or its Subcontractor's standard procedures as the case may be.
- 23.6 In the event that the CUSTOMER does not designate an inspector or if, after thirty (30) Days' notice that the Inspection and In-Plant Testing is ready, the designated

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CUSTOMER inspector fails to attend such Inspection and In-Plant Testing, it shall be deemed accepted by the CUSTOMER.

- 23.7 In the event that the designated CUSTOMER inspector refuses to sign the Inspection Certificate, then a detailed report identifying the reasons for not signing shall be submitted to the CONTRACTOR within twelve (12) working days or the Inspection Certificate shall be deemed accepted by the CUSTOMER. Minor errors, omission or shortcomings shall not be considered valid reasons for rejection if the CONTRACTOR undertakes to make the corrections. The time wasted due to the said cause shall not be taken by the CONTRACTOR as a reason for extension of time in the Contract.
- 23.8 The CUSTOMER personnel visiting the CONTRACTOR, or the CONTRACTOR Subcontractors facilities shall abide the applicable security regulations and export control regulations of [COUNTRY] and of the Subcontractor country respectively, and shall not disclose to any third party any information identified as proprietary or confidential.
- 23.9 The CONTRACTOR shall provide other inspection and/or tests, other than the Inspection and In-Plant Testing, prior to Launch, as per the details provided in **Appendix C** (Statement of Work).

24 SITE CONDITION AND ACCESS TO THE SITE

- 24.1 The CONTRACTOR shall be given the opportunity to inspect the Site in accordance with the programme schedule requirement. Further, the CONTRACTOR shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and shall be deemed to have obtained all necessary information as to risks, contingencies and all other circumstances which an experienced international contractor would have reasonably taken into account as influencing or affecting its proposal.

In the event that actual conditions of the Site are not in accordance with the Site requirements as stated in **Appendix C** (Statement of Work), the CONTRACTOR shall inform the CUSTOMER, as soon as reasonably practicable, of the steps the CUSTOMER must take to remedy the situation. If the situation has not been remedied within thirty (30) Days of being informed, and as a consequence thereof, an equitable adjustment to the

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Contract Delivery Schedule and any other affected terms and conditions of the Contract shall be made, on terms to be mutually agreed.

- 24.2 Access to the Site shall be afforded to the CONTRACTOR, and its Subcontractors by the CUSTOMER in a reasonable time and as defined in **Appendix C** (Statement of Work).
- 24.3 The CUSTOMER shall, before the time specified for the arrival of the Equipment and/or Ground Equipment to the Site, obtain all consents and approvals required in connection with the regulations and by-law or local or other authority requirements which shall be applicable to the installation services. At the latest thirty (30) days before delivery the CONTRACTOR shall submit to the CUSTOMER all necessary documentation needed for the importation of the Equipment and/or Ground Equipment to the Site relating to the installation services. Any delays in customs clearance and subsequent delivery times resulting from the failure to submit these documents within the stipulated time period will be the responsibility of the CONTRACTOR. The CUSTOMER shall provide necessary support to identify all documentation required from the CONTRACTOR for the application of tax exemption, where applicable.
- 24.4 The CUSTOMER shall provide the CONTRACTOR at no cost all the facilities required to carry out on a continued basis the installation service on Site, such as electricity, water, gas, external communications interfaces and secure telephone lines for the CONTRACTOR and its Subcontractors to communicate outside Thailand during Site installations of the Equipment and/or Ground Equipment and during the Launch and System Demonstration and any other services as may be available on the Site.
- 24.5 The CUSTOMER shall at its expense provide the required Site security to protect persons and property.

25 ASSIGNMENT

- 25.1 Neither the CUSTOMER nor the CONTRACTOR shall assign any of its rights or obligations under this Contract to anyone other than wholly-owned subsidiaries without the prior written consent of the other Party, such consent not to be unreasonably withheld. The assigning Party shall inform the other Party of the assignment as soon as possible but in any event no later than ten (10) days following the assignment.

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25.2 This Contract shall be binding upon the Parties hereof, their successors and their permitted assignees.

25.3 The CONTRACTOR shall continue to be responsible for all its obligations and the liabilities under this Contract regardless of the consent given by the CUSTOMER for any assignment by the CONTRACTOR.

26 ACCEPTANCE AND SYSTEM DEMONSTRATION

26.1 Acceptance of the Satellites shall occur at the Launch Readiness Review (“LRR”) as detailed in Appendix C (Statement of Work). Upon completion of LRR, the CUSTOMER or the Inspection Committee shall execute the Acceptance Certificate.

26.2 Acceptance of Ground Segment site facilities as defined in Appendix C (Statement of Work), shall occur at the System Acceptance Review (“SAR”) as detailed in Appendix C (Statement of Work). Upon completion of SAR, the CUSTOMER or the Inspection Committee shall execute the Acceptance Certificate.

26.3 System Demonstration shall occur at the Flight Acceptance Review (“FAR”) as detailed in Appendix C (Statement of Work). Upon completion of FAR, when the system has successfully passed the operation test, the CUSTOMER or the Inspection Committee shall execute an Acceptance Certificate.

26.4 System Preliminary Design Review (“PDR”) and System Critical Design Review (“CDR”), as important milestones of the development phase, shall be both subject to an Acceptance Certificate as per Article 27 (Acceptance of Work).

26.5 Acceptance of all other Deliverable Items (if any) shall be in compliance with the terms and conditions specified in Appendix C (Statement of Work).

27 ACCEPTANCE OF WORK

27.1 In execution of the Acceptance Certificate referred to in Articles 26.1, 26.2, 26.3 and 26.5 upon completion of each milestone event in the Milestone Payment Plans, an Inspection Committee appointed by the CUSTOMER will inspect the Work delivered under the Contract. The CUSTOMER will be notified by not less than fifteen (15) Days in advance

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as to the date and place of inspection or any acceptance tests so that the Inspection Committee or their representative will be able to be present at such time and place.

27.2 If the Inspection Committee is satisfied that the Work is correct and in full compliance with the Contract, the Acceptance Certificate will be issued to the CONTRACTOR. But if not correct or no in full compliance with the requirements under the Contract, the CUSTOMER has the sole right to reject the whole or part of the Work found defective or non-conforming to the Appendix C (Statement of Work) in this Contract, and in such case it shall be considered that the CONTRACTOR has not delivered the Work. If the CUSTOMER orders the CONTRACTOR to correct or replace the Work, the CONTRACTOR shall make its best effort for correction to or replacement of the Work within a period consistent with the correction and agreed between the Parties from the date of the CUSTOMER notice, at no cost to the CUSTOMER. The time wasted due to the said cause shall not be taken by the CONTRACTOR as an excuse for the extension of time in the Contract.

27.3 Acceptance shall not be delayed because of minor deficiencies which do not affect the actual Launch procedure, satellite operations and/or the competent operation of Ground Segment. A list of such minor deficiencies along with a mutually agreeable schedule for correction of those deficiencies may be included in a provisional Acceptance Certificate.

28 WARRANTY

28.1 The Contractor warrants that all Work performed under this Contract shall be free from any defects in design, material and workmanship and shall be in conformity with all requirements of this Contract as modified by any approved waiver or deviation at the time of Acceptance for a period of [•] ([•]) year from the date of acceptance as specified in Article 26 (Acceptance and System Demonstration) and Article 27 (Acceptance of Work) or until intentional ignition of the Launch Vehicle, whichever first occurs.

28.2 Since the Satellites cannot be repaired in orbit or retrieved for repair on the ground therefore there is no warranty provided for the Satellites from the point of intentional ignition of the Launch Vehicle. Notwithstanding the above, the CONTRACTOR warrants support to the CUSTOMER during the first six (6) month period of satellite operations in

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orbit to fix any defect on any of the Satellites that could be repaired or adjusted from the Mission Control Centre.

In addition the CONTRACTOR warrants that such support capability shall be maintained at CONTRACTOR's facility during at least [•] ([•]) years after the Launch of the satellites.

- 28.3 The CONTRACTOR warrants that the Ground Equipment will be free from any defect in design, material and workmanship for a period of [•] ([•]) from the date of Acceptance or six months after the Launch of Satellites whichever occurs last.
- 28.4 The CONTRACTOR shall, as appropriate, repair or replace the defective item after consultation with the CUSTOMER, provided that the CUSTOMER advises the CONTRACTOR of any such defective item within fifteen (15) working days of its occurrence.
- 28.5 The CUSTOMER shall return defective item to the CONTRACTOR transportation and insurance prepaid at expense of the CONTRACTOR. The CONTRACTOR shall deliver repaired or replaced items transportation and insurance prepaid at expense of the CONTRACTOR.
- 28.6 The CONTRACTOR obligation under this Article 28 shall not apply to any items which upon examination by the CONTRACTOR, is found to be defective as a result of abuse, improper storage, improper handling, improper use, improper maintenance, accident or negligence by entities other than the CONTRACTOR and/or its Subcontractors.
- 28.7 Extended warranty, for Ground Equipment can be offered as an option at an additional price on the basis of a separate Operation and Maintenance Support Agreement.
- 28.8 The CONTRACTOR warrants that hardware and software products (including any software patching and/or new version updating) it provides hereunder shall be free from defects in design, materials and workmanship for a period of [•] ([•]) years after the final system acceptance (system handover).

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29 INDEMNIFICATION

- 29.1 Each Party shall indemnify, defend and hold harmless the other Party, its employees, agents, subsidiaries from and against all claims, demands, liability or expense in connection herewith on account of damage to property, injuries including death to all persons including employees of the Parties, their subcontractors and all other persons performing any part of the Work hereunder, arising directly or indirectly from any occurrence caused by negligence or omission of the indemnifying Party or its subcontractors, and shall defend, at its expense, any suits or other proceedings brought against the other Party, its officers, employees, subsidiaries and subcontractors.
- 29.2 The Parties hereby acknowledge and agree that the provisions of Sub-Article 29.1 herein do not apply to the Launch Support Services which require the Parties to place their property and/or employees on the Launch Site, and that such Launch Support Services shall be covered by a separate inter-party waiver as stated in Sub-Articles 29.3 and 29.4.
- 29.3 The Parties hereby agree to a no-fault, no-subrogation inter-party waiver of liability under which each Party shall be responsible for any damage or loss as a result of damage to its own property and employees, including death, while involved in Launching activities in or around the Launch Site. Such damage or loss may be caused by either Party or any other party involved in the Launch operations of the Satellites. The waiver of liability agreement hereabove shall not apply in case such damage or loss arising out of willful misconduct or negligence of either Party.
- 29.4 The Parties hereby further agree that if a Party subcontracts with a third party to provide services which necessitate the subcontractor's presence on the Launch Site, that the CUSTOMER or the CONTRACTOR, as the case may be, shall require the subcontractor to agree to a no-fault, no-subrogation inter-party waiver of liability and indemnity for damages it sustains identical to the Parties respective undertakings under this Article 29.
- 29.5 In the event either the CUSTOMER or the CONTRACTOR fails to obtain the aforementioned inter-party waiver of liability from their respective subcontractors, then the CUSTOMER or the CONTRACTOR, as applicable, shall indemnify and hold the other harmless from claims for loss or damage as stated in Sub-Article 29.1 herein.

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- 29.6 The CUSTOMER hereby agrees to sign the “Agreement for Waiver of Claims and Assumption of Responsibility” in a form to be provided by the launch authority within the course of the programme as provided in Appendix [•] ([•]), including all future modifications required by the Department of Transportation of the country of the Launch.
- 29.7 Such indemnification shall be implemented to the extent that it can be covered under a standard insurance policy.
- 29.8 This Article shall survive the completion of the Contract, any termination, cancellation or expiration of the Contract on any manner whatsoever.

30 INSURANCE

- 30.1 The CONTRACTOR shall provide such all-risk insurance coverage for the Equipment and/or the Ground Equipment as is customary for the scope of Work in this Contract and as a prudent contractor would consider appropriate and necessary, until the transfer of risk of loss or damage to the CUSTOMER as specified in Article 31 entitled “Transfer of Title and Risk of Loss” herein.
- 30.2 All monies received under such insurance policy shall be applied towards the replacement or repair of the Equipment and/or the Ground Equipment lost or damaged.
- 30.3 In case there is any damage or loss of Equipment and/or the Ground Equipment before transfer of risk of loss or damage to the CUSTOMER, the CONTRACTOR shall repair or replace the Equipment at its own expenses.
- 30.4 The CONTRACTOR shall provide the CUSTOMER with the Insurance Policy issued by the Insurance Company with respect to specific insurances (as per Article 30.5) or insurance Certificates issued by the Insurance Companies with respect to ordinary insurances (as per Articles 30.1 and 30.3), in relation to the Work to be performed under this Contract.
- 30.5 The CONTRACTOR shall provide insurance coverage for satellite rebuilt and relaunch during the phases of satellite launch, system in orbit commissioning and in orbit performance during the first three-month period of in orbit operation, and other insurance coverages as specified in Appendix C (Statement of Work);

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- 30.6 The insurance policy shall be in the names of the CONTRACTOR and of the CUSTOMER as co-insured and co-beneficiary, with the right to claim payable in Thailand or as agreed upon by the Parties. In such case the CUSTOMER shall reimburse the CONTRACTOR the amount paid by the insurer for the CONTRACTOR to build and launch a replacement satellite. To this effect, the Contract Prices includes an insurance provision of the Baht [•] ([•]) as identified in Article 8.1 above.

31 TRANSFER OF TITLE AND RISK OF LOSS

- 31.1 Except as provided in Article 31.2 herein below, transfer of title of the Equipment and/or the Ground Equipment shall pass to the CUSTOMER upon delivery of such Equipment and/or the Ground Equipment to the first carrier, and transfer of risk of loss or damage to Equipment and/or the Ground Equipment shall pass to the CUSTOMER upon delivery of such Equipment and/or the Ground Equipment to the Site in accordance with CIP under Article 15.3.
- 31.2 The CONTRACTOR confirms that it is an international practice and the Parties agree that the transfer of title and risk of loss or damage to the Satellites and the Launch Vehicle shall pass to the CUSTOMER at the point of intentional ignition of the Launch Vehicle.
- 31.3 The CONTRACTOR shall, at its own expenses, promptly replace or correct any loss or damage to the Equipment, Ground Equipment, Satellites and other Works for which the CONTRACTOR bears the risk of loss.

32 RIGHT TO DESTROY LAUNCH VEHICLE

- 32.1 The CUSTOMER acknowledges that the Launch authorities shall have the right to intentionally destroy the Launch Vehicle and the Satellites for range safety purposes, including the protection of people and property. Such event shall be deemed a launch failure and consequently covered by the insurance policy set forth in Sub-Article 30.5.
- 32.2 In any such event, the CUSTOMER agrees not to assert any claim against the CONTRACTOR, and its Subcontractors, launch Authority or its contractors, subcontractors, or employees based upon injury to or death of people and or the loss of

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the Satellites or other property resulting from such destruction or for any damages of any kind resulting from Launch Authority safety actions.

33 TECHNOLOGY TRANSFER, TRAINING, RIGHT IN DATA AND INVENTIONS

- 33.1 Notwithstanding anything contained herein to the contrary, the CONTRACTOR acknowledges that the Technology Transfer is one of the Contract's objectives and of the essence to the CUSTOMER. For the purpose of the Technology Transfer, the CONTRACTOR shall provide the CUSTOMER with the Technology Transfer as per the plans, schedules and methods provided in the [DOCUMENT] in Appendix [•] ([•]).

In this regard, the CONTRACTOR hereby grant, and shall procure the relevant third party to grant, to the CUSTOMER a nonexclusive, royalty-free license (without a right to sublicense or transfer) the Licensed Intellectual Property Rights for the purpose of Licensed Use during the Licensed Period, subject to the terms and conditions under the relevant intellectual property transfer and license agreement between the CUSTOMER and the CONTRACTOR or related third party(ies) (if any).

- 33.2 The Parties agree that, except for the purpose of the Technology Transfer, the CONTRACTOR, and its Subcontractors, as the case may be, shall have and retain the entire right, title and interest in and to all data delivered hereunder or first produced or specifically used by the CONTRACTOR, and its Subcontractors in the performance of this Contract with the exception of the CUSTOMER supplied data received by the CONTRACTOR.

- 33.3 Subject to Article 33.1, the IP to be supplied hereunder by the CONTRACTOR consists of information and techniques which are proprietary to the CONTRACTOR, or third parties which the CONTRACTOR is obliged to protect and the CONTRACTOR agrees to supply such IP to the CUSTOMER subject to the following condition:

- a) The CUSTOMER acknowledges that the IP is proprietary to the CONTRACTOR, or third parties which the CONTRACTOR is obligated to the protect and the CUSTOMER shall be responsible for taking all reasonable step to ensure compliance with this condition;

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- b) The CUSTOMER shall have the right to use the IP solely for the purposes of operation and maintaining the Equipment, Ground Equipment and/or Documentations to be supplied hereunder by the CONTRACTOR, but shall not, without the written consent of the CONTRACTOR, disclose, reveal, reproduce or release the IP or any portion thereof to any third party, provided that such disclosure to any such third party when permitted shall be made in strict confidence and shall extend only so far as may be necessary for the said purposes.
- 33.4 The CUSTOMER acknowledges and agrees that the IP is a valuable asset and any material breach by the CUSTOMER of any of its obligations under this Article 33 may result in an irreparable damage to the CONTRACTOR and/or its Subcontractors. In seeking enforcement of the CUSTOMER obligations under the Contract, the CONTRACTOR shall be entitled to injunctive and other equitable relief to prevent and restrain the breach of this Article 33 without restricting other legal and equitable remedies.
- 33.5 Notwithstanding, the Parties acknowledge and agree that the provisions of Articles 33.3 and 33.4 shall not be applicable to the Licensed Intellectual Property Rights and Technology Transfer in all respects.
- 33.6 The CONTRACTOR shall, at its cost and expenses, provide or cause to be provided training and technical services to the CUSTOMER or its personnel/assignee identified to the CONTRACTOR in all aspects relating to the design, assembling, test, commissioning, operation, administration and maintenance of each Deliverable Items as per details provided in Appendix [•] ([•]). After receiving such training, such personnel or assignee of the CUSTOMER shall be given an opportunity to work alongside the CONTRACTOR's qualified personnel in order to gain on-the-job experiences and to be able to gradually take over the operation, administration, maintenance and any other actions, which may be required to achieve such, of each part of the Work as soon as practicable ("**Work Takeover**"). The personnel or assignee of the CUSTOMER shall be under close supervision of the CONTRACTOR to achieve such Work Takeover in accordance with the training plan specified in Appendix [•] ([•]).

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33.7 This Article shall survive the completion of the Contract, any termination, cancellation or expiration of the Contract in any manner whatsoever.

34 IP INDEMNITY

34.1 The CONTRACTOR shall indemnify the CUSTOMER against all actions, claims, demands, costs, charges and expenses, excluding loss of profit or revenue, arising from or incurred by reasons of any infringement or alleged infringement of Intellectual Property Rights and/or Licensed Intellectual Property Rights protected in [COUNTRY(IES)] and Thailand, caused by the use of the Equipment, Ground Equipment and/or Documentations, but such indemnity shall not cover any use of the Equipment, Ground Equipment and/or Documentations otherwise than for the purpose indicated by or reasonably to be inferred from the Equipment, Ground Equipment and/or Documentations specifications or to any infringement which is due to the use of the Equipment, Ground Equipment and/or Documentations in association or combinations with any other item not supplied by the CONTRACTOR under this Contract.

34.2 In the event of any claim being made or action brought against the CUSTOMER arising out of the matters referred to in this Article 34, the CONTRACTOR shall be promptly notified thereof in writing and may at its own expense conduct all negotiations for the settlement of such, and any litigation that may arise therefrom without delay. The CUSTOMER shall not make any admission which might be prejudicial thereto. The CUSTOMER shall, at the request of the CONTRACTOR, afford all available assistance for the purpose of contesting any such claim or action, and shall be immediately reimbursed all reasonable expenses incurred in so doing.

34.3 In case where, as a result of such suit or proceeding, the use of the Equipment, Ground Equipment and/or Documentations is prohibited, or should the terms of settlement agreed to between the CONTRACTOR and any such claimant so require, the CONTRACTOR shall, at its own discretion and expense, either procure for the CUSTOMER the right to continue using the Equipment, Ground Equipment and/or Documentations, or modify them so that they become non-infringing, or remove the Equipment, Ground Equipment and/or Documentations and refund the purchase price and the transportation and

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installation costs thereof, the whole without any other liability to the CONTRACTOR towards the CUSTOMER or any other person whether for damages or otherwise.

- 34.4 The CUSTOMER on its part warrants that any design or instruction furnished or given by the CUSTOMER shall not be such as will cause the CONTRACTOR in the performance of the Contract to infringe any letters patent, registered design, copyright, trademark or trade name in[COUNTRY(IES)].
- 34.5 The aforementioned indemnity shall not apply to any infringement resulting from an item supplied by the CUSTOMER or from a modification or addition to the Equipment after delivery to the CUSTOMER except as permitted under this Contract (without the CONTRACTOR consent). The CONTRACTOR shall not be bound by any settlement of any charge or infringement made by the CUSTOMER without the CONTRACTOR written consent.

35 RIGHT, REMEDIES AND RISK ALLOCATION

- 35.1 The Parties hereby intend that their respective rights, obligations and liabilities as provided for in this Contract shall be their rights, obligations and liabilities under the Contract in relation to the Work to be performed herein.
- 35.2 Accordingly, the remedies available to the CUSTOMER and liability of the CONTRACTOR arising from or as a consequence of any breach of Contract, any negligent act or omission, any death or personal injury, loss or damage to any property, or any other activity including termination of this Contract, shall be that expressly provided for under this Contract.
- 35.3 This Article 35 shall survive the completion of the Contract, any termination, cancellation or expiration of the Contract in any manner whatsoever.

36 DAMAGES

- 36.1 Each Party shall be liable to the other in the event of such Party's default or breach of Contract. Damage for default or breach of Contract by one Party shall consist of a sum equal to the actual loss or damage suffered by the other Party as a direct result of the default or breach. Such damage shall also include the loss or damages which the Party in breach foresaw or ought to have foreseen at the time of the conclusion of the Contract.

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Neither Party shall be liable for any unforeseeable indirect, incidental, or consequential damages or losses.

36.2 This Article 36 shall survive the completion of the Contract, any termination, cancellation or expiration of the Contract in any manner whatsoever.

36.3 This Article 36 shall not apply to delays in the performance of the Work. Such delays is addressed in Article 18.

37 CUSTOMER LIMITATION OF LIABILITY

37.1 Notwithstanding any other provision of this Contract, the CUSTOMER liability under this Contract, or at law, shall not exceed the amount of the Contract Prices under this Contract.

37.2 In case of willful act or omission or fraud or death or personal injury caused by negligence of the CUSTOMER, the limitation as per article 37.1 shall not apply.

37.3 This Article shall survive the completion of the Contract, any termination, cancellation or expiration of the Contract in any manner whatsoever.

38 NOTICES

38.1 All notices and requests in connection with this Contract shall be made in writing, which shall include facsimile, and such notices or requests shall be either delivered to the CUSTOMER or the CONTRACTOR, as the case may be, at their respective addresses.

To GISTDA 120 The Government Complex Commemorating His Majesty The King's
80 th Birthday Anniversary, 5th December, B.E.2550(2007)
Ratthaprasasanabhakti Building 6th and 7th Floor, Chaeng Wattana Road,
Lak Si Bangkok 10210, THAILAND

Attention: **Mr. Anond Snidvongs Na Ayudhya**

Telephone: **+66(0)-2141-4470** Fax: **+66(0)-2143-9586**

To ... Attention: ...

Telephone: ... Fax: + ...

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38.2 Any such notice or requests shall be effective as to the matter therein referred to, when actually received or confirmed as received through electronic or mechanical means by the CUSTOMER or the CONTRACTOR, as the case may be.

39 ARBITRATION

39.1 If any dispute shall arise relation to this Contract or its interpretation, both Parties undertake to comply with the Contract in good faith and to amicably consult each other for settlement. If the dispute cannot be settled by the Parties within forty (40) Days from the first date of consultation, such dispute shall be submitted to arbitration.

39.2 Arbitration shall be conducted in accordance with the provision of the United Nation Centre for International Trade Law (hereafter “**UNCITRAL**”) arbitration rules by three arbitration appointed in accordance with such rules. All arbitration fees and costs shall be borne equally, notwithstanding which Party prevails. Each Party shall bear its own other costs (i.e., fees and costs of its own lawyers and witnesses).

39.3 Without prejudice to any determination by an arbitral tribunal appointed in accordance with Article 39.2, notwithstanding any reference to dispute resolution hereunder the Parties shall continue to perform their respective obligations under this Contract unless the Parties otherwise agree.

39.4 Arbitration proceeding shall be conducted in the English language and shall take place in [A THIRD PARTY COUNTRY AS AGREED UPON BY THE PARTIES].

39.5 The arbitration award shall be final and binding upon the Parties and judgement may be entered thereon upon application of either Party, by any Court having jurisdiction.

40 GOVERNING LAW

This Contract shall be governed, construed and interpreted in accordance with [the laws of Kingdom of Thailand /the laws of [THIRD PARTY COUNTRY].

41 SEVERABILITY

If any part, term or provision of this Contract shall be invalid or unenforceable for whatever reason, the validity and enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed as if the Contract did not contain the particular invalid or unenforceable part, term or provision, unless such invalid or

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unenforceable part, term or provision is material essential to either one of the Parties, in which event the Parties shall immediately negotiate a replacement thereof.

42 AMENDMENTS

42.1 The terms and conditions of this Contract shall not be amended or modified without specific written provision to that effect, signed by the authorized representation of both Parties.

42.2 No oral statement by any persons shall in any manner or degree modify or otherwise affect the terms and provisions of this Contract.

43 EXPORT LICENSES

43.1 The Parties hereby acknowledge that some of the Technical Data, Information, Hardware and Software to be used in the performance of this Contract may be proprietary to, controlled or protected by the [•] Government, the Government of Subcontractor countries or related agencies such as the [•] and will be subject to export regulations of the respective country.

43.2 Should access to such Technical Data, Information, Hardware and Software be restricted or not allowed or should its use be subject to certain limitations, then the Parties agree to use reasonable efforts in order to satisfy the requirements of this Contract to the extent permitted by the export rules and regulations. Neither Party to this Contract shall be liable for the refusal, suspension, non-renewal or cancellation of any authorisation to export, access, copy or use such Technical Data, Information, Hardware and Software. Such refusal, suspension or cancellation shall be considered Force Majeure situation under Article 17 herein.

43.3 The CUSTOMER shall not transfer, sell or let or lend any of the Technical Data, Information, Hardware and Software purchased under this Contract, whether in whole or in part, to any country, government, company or person, without prior written consent from the [•] Government.

43.4 The Parties acknowledge and agree that the provisions of Article 43 shall not be applicable to Intellectual Property Rights and the Technology Transfer pursuant to this Contract.

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44 ENTIRE AGREEMENT

This Contract supersedes all communications and negotiations whether written or oral and embodies the entire agreement between the Parties hereto in relation to the subject matter hereof and all prior agreements, memoranda, understandings, letters, quotations, comments, telexes or any other such documents are hereby agreed between the Parties to be excluded and of no further effect.

In witness whereof, the Parties hereto have done signed this Contract in two original copies, one for each Party to this Contract, the day and year as above written.

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On this day,

ON BEHALF OF

ON BEHALF OF GISTDA

By:

By:

Name:

Name: **Anond Snidvongs Na Ayudhya**

Title: Chairman and CEO

Title: Executive Director

WITNESSED

By:

By:

Name:

Name:

Title:

Title: - **GISTDA**

and by:

Name:

Name:

Title:

Title:

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ANNEX 2 **FORM OF AGREEMENT**

APPENDIX D

**MILESTONE PAYMENT PLANS [AND CONTRACT DELIVERY SCHEDULE] [TO BE
CONFIRMED BY GISTDA]**

CONTRACT DELIVERY SCHEDULE

All dates referred to herein start from the Effective Date of the Contract (EDC) as specified in Article 14.

DELIVERY	TARGET DATE	ITEM TO BE DELIVERED	TIME FOR COMPLETION FOR CONTRACTUAL PENALTY APPLICATION	
			AMOUNT TO BE PENALIZED	DATE
Scope of Work Item I	[EDC + [NUMBER] months]	Access to the External Datasets through relevant agreements, contracts or any other documents duly permitting/authorizing such access	Access to the External Datasets through relevant agreements, contracts or any other documents duly permitting/authorizing such access as per Article 8.1(a)	[End of Launch Window - TBC by GISTDA]
	[EDC + [NUMBER] months]	Main Satellite	Main Satellite as per Article 8.1(a)	[End of Launch Window - TBC by GISTDA]

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DELIVERY	TARGET DATE	ITEM TO BE DELIVERED	TIME FOR COMPLETION FOR CONTRACTUAL PENALTY APPLICATION	
			AMOUNT TO BE PENALIZED	DATE
	[EDC + [NUMBER] months]	Small Satellite	Small Satellite as per Article 8.1(a)	[End of Launch Window - TBC by GISTDA]
	[EDC + [NUMBER] months]	Test and Launching of Main Satellite and Small Satellite	Test and Launching of Main Satellite and Small Satellite as per Article 8.1(a)	[End of Launch Window - TBC by GISTDA]
	[EDC + [NUMBER] months]	Multi-Mission Satellite control and data receiving station;	Multi-Mission Satellite control and data receiving station as per Article 8.1(a)	[End of Launch Window - TBC by GISTDA]
	[EDC + [NUMBER] months]	National Security Ground Segment	National Security Ground Segment as per Article 8.1(a)	[End of Launch Window - TBC by GISTDA]
	[EDC +	[Other Deliverable	[TBC by GISTA]	[TBC by

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DELIVERY	TARGET DATE	ITEM TO BE DELIVERED	TIME FOR COMPLETION FOR CONTRACTUAL PENALTY APPLICATION	
			AMOUNT TO BE PENALIZED	DATE
	[NUMBER] months]	Items to be confirmed by GISTDA]		GISTA]
Scope of Work Item II	[EDC + [NUMBER] months]	Satellite image processing and standard imagery production system	Satellite image processing and standard imagery production system as per Article 8.1(b)	[TBC by GISTDA]
	[EDC + [NUMBER] months]	Archive, catalogue and users service system	Archive, catalogue and users service system as per Article 8.1(b)	[TBC by GISTDA]
	[EDC + [NUMBER] months]	Archive for national security	Archive for national security as per Article 8.1(b)	[TBC by GISTDA]
	[EDC +	[Other Deliverable	[TBC by GISTDA]	[TBC by

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DELIVERY	TARGET DATE	ITEM TO BE DELIVERED	TIME FOR COMPLETION FOR CONTRACTUAL PENALTY APPLICATION	
			AMOUNT TO BE PENALIZED	DATE
	[NUMBER] months]	Items to be confirmed by GISTDA]		GISTDA]
Scope of Work Item III	[EDC + [NUMBER] months]	Integrated Solutions for the Key Sectors	Integrated Solutions for the Key Sectors as per Article 8.1(c)	[TBC by GISTDA]
	[EDC + [NUMBER] months]	Core imaging products	Core imaging products as per Article 8.1(c)	[TBC by GISTDA]
	[EDC + [NUMBER] months]	[Other Deliverable Items to be confirmed by GISTDA]	[TBC by GISTDA]	[TBC by GISTDA]
Scope of Work Item IV	[EDC + [NUMBER] months]	High Security IT Infrastructure for data management and data dissemination to users	High Security IT Infrastructure for data management and data dissemination to users	[TBC by GISTDA]

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DELIVERY	TARGET DATE	ITEM TO BE DELIVERED	TIME FOR COMPLETION FOR CONTRACTUAL PENALTY APPLICATION	
			AMOUNT TO BE PENALIZED	DATE
		with connection to the National Spatial Data Infrastructure (NSDI)	with connection to the National Spatial Data Infrastructure (NSDI) as per Article 8.1(d)	
	[EDC + [NUMBER] months]	Data link between archive system and national security system (GEOINT/IMINT)	Data link between archive system and national security system (GEOINT/IMINT) as per Article 8.1(d)	[TBC by GISTDA]
	[EDC + [NUMBER] months]	Data link with other non-satellite based sensors and/or systems	Data link with other non-satellite based sensors and/or systems as per Article 8.1(d)	[TBC by GISTDA]
	[EDC + [NUMBER]	[Other Deliverable Items to be confirmed	[TBC by GISTDA]	[TBC by GISTDA]

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DELIVERY	TARGET DATE	ITEM TO BE DELIVERED	TIME FOR COMPLETION FOR CONTRACTUAL PENALTY APPLICATION	
			AMOUNT TO BE PENALIZED	DATE
	months]	by GISTDA]		
Scope of Work Item V	[EDC + [NUMBER] months]	Satellite assembly, integration and test (AIT) facility	Satellite assembly, integration and test (AIT) facility as per Article 8.1(e)	[TBC by GISTDA]
	[EDC + [NUMBER] months]	Satellite Engineering Model	Satellite Engineering Model as per Article 8.1(e)	[TBC by GISTDA]
	[EDC + [NUMBER] months]	Human resources development through co-development of the Main Satellites, Small Satellite and a satellite engineering model, integrated solutions and applications, practical	Human resources development through co-development of the Main Satellites, Small Satellite and a satellite engineering model, integrated solutions and applications, practical	[TBC by GISTDA]

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DELIVERY	TARGET DATE	ITEM TO BE DELIVERED	TIME FOR COMPLETION FOR CONTRACTUAL PENALTY APPLICATION	
			AMOUNT TO BE PENALIZED	DATE
		and on-the-job trainings, training programmes	and on-the-job trainings, training programmes as per Article 8.1(e)	
	[EDC + [NUMBER] months]	Technology Transfer	Technology Transfer as per Article 8.1(e)	[TBC by GISTDA]
	[EDC + [NUMBER] months]	Research institutes and local enterprises with satellite part production or satellite subsystem development capabilities	Research institutes and local enterprises with satellite part production or satellite subsystem development capabilities as per Article 8.1(e)	[TBC by GISTDA]

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DELIVERY	TARGET DATE	ITEM TO BE DELIVERED	TIME FOR COMPLETION FOR CONTRACTUAL PENALTY APPLICATION	
			AMOUNT TO BE PENALIZED	DATE
	[EDC + [NUMBER] months]	[Other Deliverable Items to be confirmed by GISTDA]	[TBC by GISTDA]	[TBC by GISTDA]

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MILESTONE PAYMENT PLANS

In the following Payment Plans

- “**EDC**” means the starting date (time zero) of the Contract, contractually referred to as: the Effective Date of the Contract.

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APPENDIX D: MILESTONE PAYMENT PLANS

SCOPE OF WORK ITEM I

2. Access to the External Datasets through relevant agreements, contracts or any other documents duly permitting/authorizing such access [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

3. Main Satellite

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]

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[•]	[EDC + [NUMBER] R] months]	Satellite PDR Data Package Delivery	[•]
[•]		System Requirement Document (SRD) delivered	[•]
[•]		Baseline Launcher selected	[•]
[•]		Structure specification file issued	[•]
[•]		Sic mirrors blank (PAN telescope) complete and ready for polishing	[•]
[•]		First platform Equipment received at [•]	[•]
[•]		Satellite CDR Data Package Delivery	[•]
[•]		Pan Telescope assembly and integration complete	[•]
[•]		Instrument AIT Complete	[•]
[•]		Bus & Payload coupling performed	[•]
[•]		Launcher/Satellite fit check performed	[•]
[•]		Launch Readiness Review held	[•]
TOTAL			

4. Small Satellite – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
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[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBE R] months]	[TBC by GISTDA]	[•]

5. Test and and Launching of Satellites – [TBC by GISTDA]

MILESTO NE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBE R] months]	[TBC by GISTDA]	[•]

6. Multi-Mission Satellite control and data receiving station – [TBC by GISTDA]

MILESTO NE NO.	DATE	EVENT	AMOUNT (BAHT)
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[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBE R] months]	[TBC by GISTDA]	[•]

7. National Security Ground Segment – [TBC by GISTDA]

MILESTO NE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBE R] months]	[TBC by GISTDA]	[•]

8. Milestone for other Deliverable Items under the scope of Work Item I – [TBC by GISTDA]

MILESTO NE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]

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[•]	[EDC + [NUMBER] R] months]	[TBC by GISTDA]	[•]

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APPENDIX D: MILESTONE PAYMENT PLANS

SCOPE OF WORK ITEM II

1. Satellite image processing and standard imagery production system – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

2. Archive, catalogue and users service system – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]

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[•]	[EDC + [NUMBE R] months]	[TBC by GISTDA]	[•]
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3. Archive for national security – [TBC by GISTDA]

MILESTO NE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBE R] months]	[TBC by GISTDA]	[•]

4. Milestone for other Deliverable Items under the scope of Work Item II – [TBC by GISTDA]

MILESTO NE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]

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[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]
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APPENDIX D: MILESTONE PAYMENT PLANS

SCOPE OF WORK ITEM III

1. Integrated Solutions for the Key Sectors – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

2. Core imaging products– [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC +	[TBC by GISTDA]	[•]

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	[NUMBER] months]		
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3. Milestone for other Deliverable Items under the scope of Work Item III – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

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APPENDIX D: MILESTONE PAYMENT PLANS

SCOPE OF WORK ITEM IV

1. High Security IT Infrastructure for data management and data dissemination to users with connection to the National Spatial Data Infrastructure (NSDI)– [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

2. Data link between archive system and national security system (GEOINT/IMINT) – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]

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[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]
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3. Data link with other non-satellite based sensors and/or systems

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

4. Milestone for other Deliverable Items under the scope of Work Item IV – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]

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[•]	[EDC + [NUMBE R] months]	[TBC by GISTDA]	[•]
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DRAFT

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APPENDIX D: MILESTONE PAYMENT PLANS

SCOPE OF WORK ITEM V

1. Satellite assembly, integration and test (AIT) facility – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

2. Satellite Engineering Model – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

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3. Human resources development through co-development of the Main Satellites, Small Satellite and a satellite engineering model, integrated solutions and applications, practical and on-the-job trainings, training programmes– [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

4. Technology Transfer – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

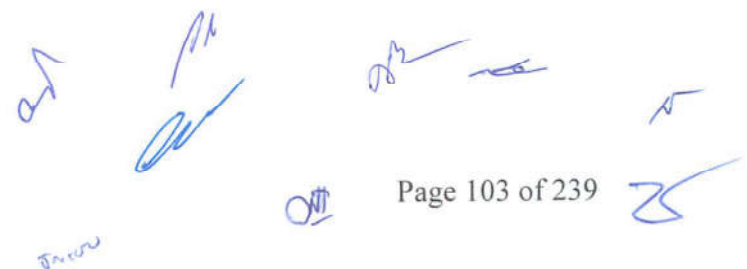
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5. Research institutes and local enterprises with satellite part production or satellite subsystem development capabilities – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

6. Milestone for other Deliverable Items under the scope of Work Item V – [TBC by GISTDA]

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]



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7. Access to the External Datasets through relevant agreements, contracts or any other documents duly permitting/authorizing such access

MILESTONE NO.	DATE	EVENT	AMOUNT (BAHT)
[•]	EDC	Effective Date of Contract	[•]
[•]	[EDC + [NUMBER] months]	[TBC by GISTDA]	[•]

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ANNEX 2 FORM OF AGREEMENT

APPENDIX E

ADVANCE PAYMENT GUARANTEE AND PERFORMANCE GAURANTEEE

FORM OF ADVANCE PAYMENT GUARANTEE¹

No.

Date:

WHEREAS [Name of Contractor] (hereinafter called the "CONTRACTOR") has entered into a Contract with the Geo-Informatics and Space Technology Development Agency (hereinafter referred to as "GISTDA") to undertake [Name of the Contract] as per Contract No. [] executed on whereby the Contractor is entitled to draw an advance money of Baht [Amount in Word] which is equivalent to [] percent ([])% of the Contract cost.

WHEREAS the CONTRACTOR wishes to draw the said advance money of [AMOUNT] from GISTDA against presentation of a Bank Guarantee for the same amount.

NOW THEREFORE, by this letter of Guarantee, we [Name Of Commercial Bank In Thailand or local Thai branch of International Commercial Bank] Business Address No. Sub-District District Province hereby agree to guarantee to GISTDA under the conditions set below:

(1) We hereby guarantee repayment of the advance money received by the CONTRACTOR to the extent of Baht [..... AMOUNT] (.....).

(2) If the CONTRACTOR is required to refund the advance money stated in Clause 1 above in case where the CONTRACTOR acts contrary or fails to act in accordance with the Contract thereby resulting in a breach of the Contract, we hereby agree to repay the said advance money, without whatsoever right of objection on our part, to GISTDA within 7 [seven] days from the receipt of written request to do so from GISTDA stating that the CONTRACTOR has failed to remedy said breach after due notice without the necessity of previous request to the CONTRACTOR for repayment of the same without whatsoever right of objection on our part.

(3) If, at any time in the course of the execution of the Contract, GISTDA grants a time extension, or allows the CONTRACTOR to deviate from any terms and conditions of the Contract without our knowledge, it shall be deemed that such grants shall have been made with our consent

(4) We shall in no event withdraw this Letter of Guarantee for any reason so far as the last payment under the Contract has not been made to the CONTRACTOR.

IN WITNESS WHEREOF, we [Name of the Bank] have caused these presents to be signed by our authorized representative and our corporate seal to be hereinto affixed.

[Signed] Guarantor
(.....)

[Signed] Witness
(.....)

¹ Subject to amendment as per the applicable Thai law.

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FORM OF PERFORMANCE GUARANTEE²

No. _____

Date: _____

We, [Name of a Commercial Bank in Thailand or Thai branch of an International Commercial Bank] hereinafter referred to as the "Guarantor" hereby establish this letter of guarantee in favour of the Geo-Informatics and Space Technology Development Agency (hereinafter referred to as "GISTDA") as follows:

(1) As [Name of the Contractor] (hereinafter referred to as the "CONTRACTOR") has entered into contract for [Name of the Contract] under the Contract No. _____ dated _____ whereby the CONTRACTOR has to deposit with GISTDA earnest money as performance security for the proper and faithful performance of the Contract in the Amount of Baht _____ [in words] equivalent to 5% (five percent) of the total contract value, we agree unconditionally to irrevocably guarantee as primary obligor, the payment to GISTDA on its first demand, without whatsoever right of objection on our part, an amount not exceeding Baht _____ [in words] in the event of any damages, liquidated damages or expenses actually due by the CONTRACTOR or if a material obligation in the above mentioned Contract has not been fulfilled by the CONTRACTOR.

(2) If, at any time in the course of the execution of the Contract, GISTDA grants a time extension, or allows the CONTRACTOR to deviate from any conditions of the Contract without our knowledge, it shall be deemed that such grants shall have been made with our consent.

(3) This Letter of Guarantee shall be valid from the date of execution of the abovementioned Contract until all obligations on the part of the CONTRACTOR have been fulfilled.

IN WITNESS WHEREOF, we [Name of the Bank] have caused these presents to be signed by our authorized representative and our corporate seal to be hereinto affixed.

[Signed] _____ Guarantor
(_____)

[Signed] _____ Witness
(_____)

[Signed] _____ Witness
(_____)

² Subject to amendment as per the applicable Thai law.

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APPENDIX G
FORM OF MEMORANDUM OF UNDERSTANDING

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Memorandum of Understanding

between

Geo-Informatics and Space Technology Development Agency (Public Organization)

and

[Name of the State authority concerned]

on

Cooperation on the Earth Observation Satellite System for Development Project (THEOS - 2)

Whereas, Geo-Informatics and Space Technology Development Agency (Public Organization) of Thailand ("GISTDA") and *[Name of the State authority concerned]* of [the Bidder's country] ("State authority concerned") are motivated by the desire to jointly cooperate in the Earth Observation Satellite System for Development Project (THEOS-2) (hereinafter referred to as the "Project") between the two countries.

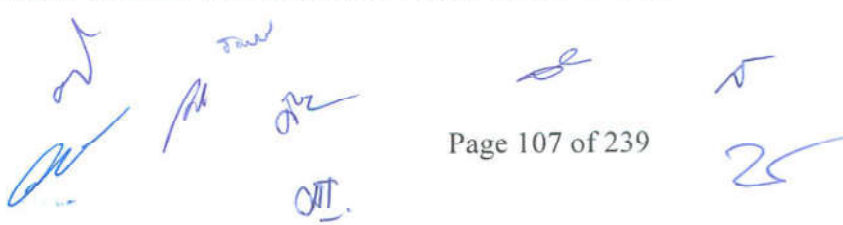
Whereas, State authority concerned shall mean the State authority in [the Bidder's country], responsible for the approval of exporting Project to Thailand.

GISTDA and State authority concerned are collectively referred to as the "Parties".

The understandings reached are as follows:

1. GISTDA and State authority concerned understand that Memorandum of Understanding between Geo-Informatics and Space Technology Development Agency (Public Organization) and State authority concerned on Cooperation on the Earth Observation Satellite System for Development Project (THEOS-2) ("MOU") represents a technical cooperation in relation to the Project between the two countries.

2. In the event any government entity (ies) or private entity (ies) or the combination of those entities of..... (Bidder's country) has/have been selected as the successful Bidder to enter



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into any contract regarding the implementation of the Project under the MOU, GISTDA shall notify State authority concerned prior to entering into the contract as aforementioned that [Name(s) of the successful Bidder] is the successful Bidder of the Project.

3. Upon the acknowledgement by State authority concerned under clause 2 hereof, State authority concerned will support GISTDA and [Name(s) of the successful Bidder] in proceeding and implementing the Project to the highest extent possible under the relevant laws and regulations of [country of State authority concerned].

The support will include but not limited to design, manufacturing, engineering, assembling, inspection, testing, installation, the full transfer and export of technology, provision of export licenses, intellectual property rights, personnel training, coordination with potential entities to fulfill the project, insurance provision, and satellite launching.

4. This MOU may be modified with the mutual written consent of the Parties.

5. This MOU shall enter into force on the date of signing and remain valid until the expiration of the contract under clause 2 hereof (if any).

IN WITNESS WHEREOF, the undersigned being duly authorized by the Parties, have signed this MOU.

DONE in duplicate at Bangkok onday of.....(month).....(year), in the Thai, (Bidder country's language), and English Languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

FOR AND ON BEHALF OF
GISTDA

FOR AND ON BEHALF OF
[State authority concerned]

(.....)

(.....)

.....:

.....: