

TECHNICAL ASSISTANCE AGREEMENT

This TECHNICAL ASSISTANCE AGREEMENT (TAA) is entered into between:

- [REDACTED]; and
- [REDACTED]; and
- [REDACTED].

In the Agreement, AFAS, the Australian DOD and T-3 may sometimes be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, AFAS manufactures the Carmella 500 Tactical UAV which meets the requirements of the Australian DOD; and

WHEREAS, the Australian DOD has purchased a Carmella 500 Tactical UAV for support of the XX Program; and

WHEREAS, T-3 [REDACTED]; and

WHEREAS, the Parties desire to obtain U.S. Department of State approval for the transfer of the Technical Data, Defense Services, and Hardware related to the Carmella 500 Tactical UAV.

NOW THEREFORE, the Parties desire to enter into the Technical Assistance Agreement as follows:

1. This Technical Assistance Agreement is intended to [REDACTED]

2. It is understood that this Technical Assistance Agreement is entered into as required under U.S. Government Regulations and as such, it is an independent Agreement between the Parties, the terms of which will prevail, notwithstanding any conflict or inconsistency that may be contained in other arrangements between the Parties on the subject matter.

3. The Parties agree to comply with all applicable sections of the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State and that more particularly in accordance with such regulations the following conditions apply to this Agreement:

I. §124.7(a)

(1) The hardware to be exported in furtherance of this agreement is the Carmella 500 Tactical UAV, integrated with a Micro-Synthetic Aperture Radar. USML Categories VIII (a)(5), VIII(x) and XI(a)(3)(ii). [REDACTED]

(2) The Australian DOD has decided to purchase the Carmella 500 Tactical UAV from AFAS. T-3 will provide in-country maintenance and training. AFAS will provide technical data and defense services required by the Australian DOD and T-3 for the design, integration, delivery, operation and maintenance as detailed in Attachments A and B. [REDACTED]

(3) This Agreement is valid through [REDACTED]

(4) Territory.

a. The transfer of technical data, defense articles, and defense services is authorized between the United States and [REDACTED] for end-use by the [REDACTED].

b. Sublicensing rights are **NOT** granted to the foreign licensees.

c. Dual/Third Country National Employees are authorized as follows:

No Dual/Third Country Nationals are authorized under this agreement. This does not prevent the use of §126.18.

Employees of the foreign licensees/sublicensees who are nationals of a third country (including dual nationals) who hold an Australian Department of Defence (ADOD) security clearance and who do not hold nationality of a country proscribed by § 126.1 are authorized and exempted from the requirement to sign Non-Disclosure Agreements (NDAs). Employees who hold nationality of a country proscribed by § 126.1 are not authorized

d. The U.S. applicant does not currently employ dual/third country nationals.

e. Contract employees to any party to the agreement hired through a staffing agency or other contract employee provider shall be treated as employees of the party, and that party is legally responsible for the employees' actions with regard to transfer of ITAR controlled defense articles to include technical data, and defense services. Transfers to the parent company by any contract employees are not authorized. The party is further responsible for certifying that each employee is individually aware of their responsibility with regard to the proper handling of ITAR controlled defense articles, technical data, and defense services.

II. §124.8(a)

(a)(1) This Agreement shall not enter into force, and shall not be amended or extended, without the prior written approval of the Department of State of the U.S. Government.

(a)(2) This Agreement is subject to all United States laws and regulations relating to exports and to all administrative acts of the U.S. Government pursuant to such laws and regulations.

(a)(3) The Parties to this Agreement agree that the obligations contained in this Agreement shall not affect the performance of any obligations created by prior contracts or subcontracts which the Parties may have individually or collectively with the U.S. Government.

(a)(4) No liability will be incurred by or attributed to the U.S. Government in connection with any possible infringement of privately owned patent or proprietary rights, either domestic or foreign, by reason of the U.S. Government's approval of this Agreement.

(a)(5) The technical data or defense service exported from the United States in furtherance of this agreement and any defense article which may be produced or manufactured from such technical data or defense service may not be transferred to a foreign person except pursuant to §126.18, as specifically authorized in this agreement, or where prior written approval of the Department of State has been obtained.

(a)(6) All provisions in this Agreement which refer to the United States Government and the Department of State will remain binding on the Parties after the termination of the Agreement.

This Agreement may be signed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective as of the day and year of the last signature of this Agreement.

By: _____

By: _____

Name: _____

Name: _____

Title : _____

Title : _____

Date: _____

Date: _____

By: _____

Name: _____

Title : _____

Date: _____

TAA # _____

Attachment A

Technical Data to be furnished to the Foreign Parties in support of the

This document defines the level of technical data to be furnished to the _____

The technical data to be provided during the course of the program is for customer support related to the _____

for the Carmella 500 Tactical UAV, its Micro-SAR equipment, launcher, launcher rail, recovery, and refueling systems, and other specially designed parts, components and attachments. In addition, CCL controlled technology will be provided as it is used in or with the USML technical data.

TECHNICAL DATA TO BE PROVIDED

- _____
- Environmental specifications
- Mechanical design drawings
- _____
- Environment test screening information
- Integrated logistics support information
- _____
- Installation, Training, and Maintenance Plans
- Regular, periodic management and status reports
- _____
- Training materials and manuals
- Operation and maintenance manuals

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Attachment B

Defense Services to be furnished to the Foreign Parties in support of the

DEFENSE SERVICES TO BE PROVIDED

Intermediate Level Maintenance to be performed by T-3 within authorized territory. No Depot Level Maintenance Training or Technical Data will be transferred.

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Attachment C

Hardware to be furnished to the Foreign Parties in support of the

**DEFENSE ARTICLES TO BE EXPORTED AND/OR TEMPORARILY IMPORTED IN
FURTHERANCE OF THIS AGREEMENT**

The USML Defense Articles to be exported in furtherance of this Agreement include:

The agreement also authorizes the export of the following used in or with the USML defense articles:

- _____
- _____
- _____
- _____
- _____
- _____