

PROJECT NAME:

Technical Term of Reference for IT System Development outsourcing

TARGET USER:

ICT Officials, ICT Project Managers, Procurement Officials, Procuring Agencies

PURPOSE OF USE:

This document is prepared to guide in preparing the Technical Term of Reference, Section 5 of the Standard Request for Proposal of Services prepared by PPPD, MoF, RGoB

VERSION: 2018.0.1

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TECHNICAL TERM OF REFERENCE (ToR)
PROJECT NAME: *Enhancing Guide Management System*

1. BACKGROUND INFORMATION

The Tourism Council of Bhutan, an agency responsible for easy service delivery to the Tourism service provider, the GMS (Guide Management System) is one of the components that TCB is looking forward. Currently, most of the guide license related tasks are done manually. With the major enhancement GMS in place will bring all the guide license related task online.

2. OBJECTIVE

The main purpose for calling Request for Proposal (RFP) is to develop a very dynamic Guide Management System whereby most of the guide related tasks will be done online. This will help in maintaining the easy access to guide information. The main issue currently we are having is the manual renewal of the guide license. With this GMS, all the guide license renewal will be done online. The record of each guide will be maintained and also there will be different types of the report as per the agency's requirement.

3. TECHNICAL TERMS AND CONDITIONS

a. Software User Requirements

User requirement is defined in the scope of work under Annexure I.

b. System Architecture

The Architecture of the system should be component based where the components can be separated or integrated easily. The components must be well defined so that modules can be reused where and when required, with adoption of the Modular approach of design. The vendor must identify some of these modules and describe in his technical proposal document how this would be achieved.

It is expected that vendors would add more value to our solution by incorporating suggestions and recommendations, which will address Performance, High Availability, Security, Scalability, and Manageability.

c. Audit Trails and Time Series Data

The audit trail feature would be available in the proposed system, which will inform when and who has created or modified the data. The system should also be able

to capture and preserve time series data so that certain information is not lost with passage of time and repeated updating.

d. Platform and Technology

- i. The proposed system would run on Linux Server using MariaDB version 10.x.x database server. The data will be stored into MariaDB database Server after necessary validation.
- ii. The proposed system must be a web-based system and should have features to work in LAN environment with appropriate built-in facility to capture and store data at centralized database at TCB. In absence of LAN connectivity, the system should be also accessible through Internet. Data from the system is needed for the purpose of consolidation as well as for MIS reports.
- iii. The entire system will be implemented in Laravel framework. The choice of the front-end programming language and back-end platform will be php, javascript and MySQL. The necessary inputs and the possible outputs that could be generated from the system should strictly conform to what has been finalized in the SRS document and subsequently the prototype.
- iv. The system must also make use of any popular front-end UI frameworks [*such as Twitter Bootstrap, Foundation, Google Material Design, Semantic UI and etc*]
- v. The reporting will have to be done graphically as well as in text/tabular form. The report generation in the proposed system would have two categories, the standard reports and ad hoc reports. The standard reports will be designed and uploaded during the implementation and for ad hoc reports; the system will have a customized Query Builder feature. In every report there must be facility to generate the report as MS Excel Sheet, or as HTML format.

In case the vendor choose to propose any third-party tool(s) for the solution for tuning performance, adding security features, or rapid application development, or any specific add-in software package required for analysis and processing data, full justifications and cost must be provided in the proposal.

e. Security Features

The software must have standard security features inbuilt so that the software has all the checks and balances to ensure integrity of data and the software does not have any flaws or bugs which inadvertently or by design, permit the users to tamper, alter or modify any data without the appropriate permissions.

The software should provide highest degree of security in the architecture. The vendor must suggest a suitable security components required in software. In case of any failure, vendor shall be liable for penalty. The following are some of the security issues, but not limited to, which must be addressed in the proposal.

- i. The system would ensure that the users follow login procedures.
- ii. The access to the database should be based on the user roles of the organization.
- iii. A proper audit trail must be built within the proposed system.
- iv. **SSL Certificate should be installed.**

f. Concurrency, Browser Compatibility and Bandwidth Optimization

Since, bandwidth of the network through which the application is going to be used is low; the software developed must run optimally (page load time below 30 seconds) on a PC connected to a network with minimum network bandwidth of 56 kbps. The system including the database must provide at least 100 concurrent accesses.

The system developed must be compatible with and well rendered in Microsoft Internet Explorer 11 and above, Mozilla Firefox 50.0 and above, Google Chrome 55.0 and above, and safari.

The system must run on any screen sizes. Using modern UI frameworks for responsive design is high recommended.

g. Development Methodology

Modular based approach based on prototyping model must be used for the design and development of the system.

- i. The Vendor will initially carry out a detailed requirement study including Process Re-engineering wherever possible, which will result in formulation of a Software Requirement Specification (SRS) document, Software Design document and associated AS-IS and TO-BE workflows.
- ii. On acceptance of SRS, workflows and Design document by the client/procuring agency, the vendor will develop and present a non-functional prototype (HTML, CSS prototype) of the system to the client and obtain approval for each module. This will help in better user acceptance of the system.

The vendor should propose a suitable methods for transfer of knowledge to the ICT personnel of the client for the sustainability of the system.

- iii. After the development is over, the developed software will be first tested in the premises of the vendor by the testers from vendor's

side. Any bugs reported will be asked to fix based on the clause mentioned in 2.11.6.

- iv. The bugs are classified into two categories: **Critical and Non-Critical**. The Critical bugs are those which freeze the system and the normal functioning of procuring agency or any other Agency is affected by the system's malfunction. Otherwise, it will be Non-Critical. The vendor must give immediate attention to the Critical bugs and attend to them within 24 hours of receiving the complaint from the client in any form of media. The critical bugs must be fixed within 5 working days. However, in some exceptional cases, the vendor may negotiate for time extension if acceptable to the client. The Non-critical bugs should be fixed within two weeks.
- v. The final testing of the software package with sample test data will be done at the premises of the procuring and other agencies' premises. After the user acceptance test succeeds, the software will be deployed for live operation at TCB after migration of the data from the existing system to the new system.

h. Network connectivity requirement

The proposed system would use the existing Local Area Network (LAN) covering all its Divisions. The external agencies should connect and communicate with the premises using leased line facilities and/or web-based interfaces.

The client will be responsible for initial setting up of the Linux Server and Database Server and providing connectivity to the LAN. However, uploading of the system, maintenance of the server once the application is uploaded will be done by the vendor under the Warranty Support and Annual Maintenance Contract thereafter.

i. Training of Master Trainers/ Users

The vendor must provide comprehensive training to Master Trainers in the operation of the information system. The terms and conditions to be followed are indicated in **Annexure II**.

j. Warranty, Support, Maintenance & Change Management

- The vendor must provide free support for a period of 1 year from the time of acceptance of the software by TCB (Warranty support).
- During the above mentioned warranty period, the vendor will be responsible for making minor changes as well as to fix the bugs, if any.
- For the major changes, a separate change management contract will be agreed and signed between the client and the vendor.

k. Backup and Recovery

There will be one Main Web Server, one main Database Server and one third Server which will serve as the backup of both the Web and Database servers. The synchronization of the Databases will be scheduled and a hot backup will be done on a daily basis.

If any one or both of the servers fail, the backup server(s) should take charge within 2 hours of the failure of the main system. The main system has to be fixed by the vendor within 2-5 working days depending on the degree of the problem.

The problems other than hardware failure will be addressed by the vendor under warranty support for first 2 years from the user acceptance. The system failure due to hardware failure will be addressed by the vendor under the schemes mentioned above once the new hardware is replaced by the client.

The vendor will also provide adequate training to the System Administrator from the Procuring Agency so that routine checks and basic recovery can be handled in-house. In addition, the vendor must address the following during the warranty period:

- i) The backup of the database should be taken on daily and/or weekly incremental basis.
- ii) Full backup of relational database and source code files should be taken on monthly basis whenever changes take place.
- iii) A full (cold) backup should always be kept in a safe location.

The vendor must also ensure that adequate training is provided to the System Administrator so that procuring agency can handle the backup and recovery issues in-house after the expiry of the warranty period.

l. Conformity with Standards

The to-be developed management system should strictly adhere to the following standards:

- 1) Electronic Government Interoperability Framework (eGIF) standards. (<http://egif.moic.gov.bt>)
- 2) Information Management Security Policy of RGoB

m. Use of Source Code Management Tools

The vendor must manage its source codes through a source code management tools like Subversion (SVN) and GIT or any other source code management tools, so that many programmers can work in parallel without duplication of work. It will

also be a useful tool to track previous versions of the codes and will be useful for debugging purpose.

n. Ownership of Source Code and other Intellectual Property

The TCB will be the rightful owners of the Source Code and all Intellectual Property associated with the system and they will have full rights over the ways they can use these resources. The management system so developed will be the sole property of the TCB or any agencies designated by them. The Software Development Vendor (SDV) will have no right to commercially use or apply the software elsewhere.

o. Re-engineering of the Processes

The vendor must try to re-engineer the processes wherever possible so that system can be optimally utilized instead of merely automating the manual procedures.

p. Obsolescence

The vendor undertakes to continuously and unfailingly advise the Client of new technologies (hardware & system software) in regard to the Solution during the currency of this Contract. If the Client decides to introduce any such new technologies in replacement of the Solution or along with the Solution or as the case may be, the work that may arise therefrom shall be considered beyond the purview of this Contract. The Client shall enter into a change request contract (CRC) for the purpose; provided that such work scope is not being covered under the license agreement.

q. Naming Convention /standard

In order to keep source codes organized, vendor must strictly follow standards for forms, reports, database, triggers, views, stored procedures, coding etc.

r. Project Development Team

The minimum requirements for the Project Development Team from the vendor's side are as specified in **Part IV** of this document. The vendor may propose any additional professionals that may be required for the successful implementation of the project with proper justifications.

s. Project Governance

The management structure for the project has been proposed in this document based on identification of specific players, their responsibilities and the degree of interaction required between them during execution of this project.

Under the project, the TCB proposes to set up the working groups to aid the implementation of the project. In this regard, the Project Manager, which is to be fielded by the vendor, is fully responsible for conducting a thorough study of the project, and accordingly come up with a comprehensive project governance structure (including the teams from the vendor's side) that is mutually acceptable by the TCB.

4. TERMS AND CONDITION- GENERAL

a. Vendor Information

The vendor should submit a brief description of the firm's organization and outline of recent experience. Experience on assignments of Human Resource Management System both functional and technical will be of an added advantage. Copy of credential certificates must be enclosed.

b. Collaboration, Partnerships with Foreign Firms & Subcontracting

1. The local Vendor is encouraged to go into long term partnerships with reputed international firms based on resource sharing and transfer of technology.
2. The Vendors who wish to enter the partnerships with foreign firms must ensure proper transfer of technology to the extent of building the local capacity for long term sustainability of the local vendor. Project based tie-ups and short term partnerships are not encouraged because it doesn't ensure the long term sustainability of the project.
3. A vendor, who wishes to terminate partnerships with foreign firms due to unavoidable circumstances, must ensure that there is competent local capacity already built, so that the development of the system including the change management is not hampered.
4. The local vendor, who wishes to partner with foreign firms, must have adequate local staffs working with the staffs of the foreign firms, so that there is better transfer of experiences, knowledge & technology. This is done, so as to enhance the capacity & competitiveness of the local firms, who can confidently undertake similar projects in the future without partnerships.
5. Presence of local staff as key members in the project team is necessary conditions to accept the proposal for evaluation.
6. The vendor awarded the contract shall not subcontract the awarded work partly or in full to any National/International Firms. This clause nullifies all the clauses pertaining to subcontracting that contradict this one, in any part of the document.

c. Patent and Copyright

- i. The Vendor represents that the Solution or any product/component, supplied by the Vendor does not infringe any patents and copyright. If, however, a third party claims that the Solution or any product/component thereunder, supplied by the Vendor under this Contract, infringes a patent or copyright ("IP Claim"), the Vendor will defend the Client against the IP Claim at the Vendor's expense and pay all costs, damages and legal fees that a court finally awards.
- ii. If the Vendor determines that no alternative is reasonably available, and the Client agrees to return the Product/Component/Solution to the Vendor on the Vendor's written request, an appropriate compensation has to be proposed and be acceptable to the client.
- iii. The Vendor has and will have no obligation to the Client regarding any "IP Claim" based on:
 - the Client's modification of a Product/Component under the Solution unilaterally ;
 - use of the program in other than its specified operating environment ;
 - the combination, operation or use of a product/component under the Solution with any other product, program, data or apparatus, not furnished by the Vendor, provided that the use of such product, program, data or apparatus has not been envisaged in this Contract and such product, program, data or apparatus is solely responsible for such infringement.

d. Quality of Work

The Vendor must ensure quality while implementing the system at all times. This will be evaluated by the TCB in long run and this will have bearing on awarding similar Government Projects that are in pipeline and also those projects that will be taken by the Government in the future.

e. Timely Completion

The entire work of software development and testing should be completed within *4 months* from the date of receipt of letter of award of work.

The time period of 4 months for the vendor is only for collecting requirements, designing, development and testing of the software. Training of Master Trainers may be conducted only after testing and acceptance of the software by the TCB. The training should not take more than 5 days.

f. Confidentiality of offer

The details of the offer proposed by the Vendor or its acceptance thereof with or without modifications by TCB shall not be passed in part or full to any third party

without prior written approval of the parties involved. This applies to both client as well as the vendor.

5. MINIMUM REQUIREMENTS FOR THE BIDDER

The bidder desirous of quoting for the work should satisfy the following minimum requirements:

1. The bidder should have the valid license for performing the consultancy service in the software development work in Bhutan.
2. The bidder should have adequate technical manpower to carry out the project and complete it on time. All the professionals should be employed on full time basis and their responsibilities delegated based on the standard software development team
3. The bidder can collaborate and partner with the foreign firms, but presence of local manpower is necessary to build up the capacity and competitiveness of the local firm to provide Maintenance support to the system as and when required.
4. There must be at least 1 full time National Project Manager with sound technical knowledge of IT Project Management, 1 National Senior System Analysts with sound knowledge of System and Database Architecture and Design and 2 National Senior Developers having thorough knowledge on recent IT technologies. TCB will monitor and verify them through CV and in person.
5. In addition to clause 4 above, the firm must have minimum of 3 Bhutanese Developers who are employed on a full time basis. The client (TCB) will verify and monitor them through their CV and in person time to time.
6. The Project Manager, System Analysts, Developers or any other technical member of the team must be involved in the project full time and shouldn't leave until the product is accepted by the client, unless under unavoidable circumstances whereby permission to replace a particular resource may be sought in written form, from the client (TCB) on a condition that there would not be a major impact on the project. Thus, it is advisable for the bidder to have a bond signed with the personnel involved in the project at least for the period of the execution of the project.

The proposals which do not meet above conditions will not be evaluated. The verification of these minimum requirements may involve visits of the TCB officials to the bidder's premises.

5. ANNEXURE TO THE TERMS OF REFERENCE

Annexure I : SCOPE OF WORK

TCB invite Tender for development, training and maintenance of the software package for Guide Management System at from reputed National Software Development Vendors (SDV). The scope of the work is as under:

- i. Study the existing procedure of the various stages of work of different divisions at TCB and document it with AS-IS workflow diagrams and get acceptance of the client.
- ii. Apply process re-engineering wherever possible and propose TO-BE workflow diagrams. Obtain a user acceptance on the TO-BE workflow diagrams from the client.
- iii. Prepare Software Requirement Specifications (SRS) or Functional Specifications (FS) document and Software Design document (SDD) for the computerized web-based system and submit the same along with workflow diagrams.
- iv. On acceptance of the SRS/FS by TCB, design and develop a non-functional prototype (HTML, CSS based) that is in line with the requirements indicated so that client gets the feel of the system that is being developed and provide necessary feedback on the front-end aspects.
- v. On acceptance of the non-functional prototype by TCB, design and develop an appropriate software package that is in line with the requirements indicated.
- vi. Guide Management System includes following Modules:
 - a) Register new guide.
 - b) Renewal of guide license annually.
 - c) Report Generation as per client's requirement.
 - d) Printing license.
 - e) System integration with SCS system, RBP.
 - f) System integration with DCRC.
 - g) Online payment.
- vii. Provide Online Help facility in the software as and when required.
- viii. Test the software by SDV (software development and validation) at least in three locations and revise the software to the extent needed on the basis of the test reports generated by the SDV and the independent tester from TCB.
- ix. Provide comprehensive training to master trainers in the operation of the software, backup, configuration, etc. The terms and conditions to be followed are indicated in Annexure III.

- x. Provide complete source code along with software drivers and other system files needed for installation and execution of the package.
- xi. Provide detailed installation and operations/user manual which will facilitate the users in successfully using the software package.
- xii. Provide detailed technical manual incorporating the System Design and other technical features incorporated in the software package.
- xiii. The SDV, after initial training of master trainers, must provide assistance to master trainers for a period of at least six months so that the master trainers gains necessary expertise and confidence in deploying the software developed by SDV.
- xiv. Provide free support for a period of one year from the time of acceptance of the software by TCB and carry out revisions, if any, arising out of bugs or minor changes during the said one year period (Warranty support).
- xv. Provide services for Change Request on demand of the client whenever major changes are required in the system under CRC.
- xvi. Implement and provide the software with all the standard security features inbuilt to ensure integrity of data. The SDV will be responsible for the recovery of the data that is tempered because of lack of standard security features. The software package must have user access roles through which can assign or revoke rights of a user to a function or data.
- xvii. Provide the Plan for recovery, if the software package or the database fails, which includes managing backups of the database and the package itself. Perform necessary recovery of the system when needed.

Annexure II - ToR for Training of Master Trainer

- i. The master trainers refer to all those system users including System Administrator, Data Administrator, Network Administrator, Managers and other end users specified by the client. The list of Master Trainers will be provided by the client one week before the trainings begins.
- ii. The vendor must provide a sufficiently detailed training plan before the start of training to TCB. The plan should contain an indicative list of resources that would be allocated from the vendor's side.
- iii. The SDV shall provide the necessary infrastructure for the training at a suitable location in Thimphu.
- iv. The TCB shall be responsible for identifying the master trainers and other trainees.
- v. The training will be conducted for 10-15 days as required and decided by TCB in consultation with SDV. The training should not take more than 1 month.
- vi. The trainees must be provided with training materials/manuals that would cover all the facets of the software and installation. The trainees must also be provided with other training aids and tools, which would help them to receive proper trainings and better understand the system modules and usage.
- vii. The vendor will provide adequate training to the System Administrators, Data Administrators or Managers from TCB on system deployment & operation, server and system configuration and installation, backup services, Directory Management, security requirements, and other necessary technical services, which will enable them to use the system for timely and accurate production of required information within their area of authority and responsibility.
- viii. A minimum of two representatives from each division of TCB will be trained as master trainers on the usage and operation of the System.
- ix. The deployment of two/three developers from TCB for the project will also be part of training of master trainers. The SDV must actively involve them in all the phases of system development, so that there will be better transfer of technology and build in-house capacity to manage small corrections at later stage.
- x. On completion of the training, the master trainers and Users will be performing a rigorous test on the system and submit their observation(s). The observations will cover the following topics:
 - Comments on the training - lecture, coverage, materials & lab sessions;
 - Comments on User Interface and suggestions for betterment;
 - Comments on operational flow;
 - Response time of the system;
 - Bugs encountered and error management facilities;
 - Data validation and security measures; and
 - Documentations

- xi. The TCB would review the above feedbacks and direct the vendor to take necessary corrections or remedies. Based on the observations/comments made by the training participants, should the TCB feel that the training is not satisfactory or not adequately covered, then the vendor is liable for providing additional trainings.

Annexure III - Change Request Contract (CRC)

- i. If there is a major change(s) in the requirements of the system, the vendor must provide post implementation support under a Change Request Contract for **1 year** from the date of acceptance of the software package by TCB
- ii. Change Request Charge will be estimated in terms of the man-day rate. In the financial proposal, the vendor must submit the man-day rate for each person who will be involved in the change management. The rates should be valid for **1 year**. The total cost for the change will be worked out from the quoted rates and the total man days needed to address the changes.
- iii. The man-day rate payable to the vendor, as quoted for the first year, shall subject to adjustment for the 2nd and 3rd year, taking in consideration of the local inflation. The adjustment will be made in accordance to the procurement manual of the Government in relation to the software engineering works.
- iv. The format for quoting man-day rates is provided in the **Annexure IV**.
- v. The Change Request is completely need based and payments are made only based on the major changes agreed between the parties.
- vi. The vendor must use all reasonable efforts to study the requirements of the system thoroughly during the initial implementation period.
- vii. The vendor shall not entertain frequent changes in the system from the client, once the requirements are finalized, which will adversely affect the project completion date and delay the project. However, the changes that come through the change management shall be executed by the vendor under the terms and conditions of Change Request Contract (CRC).
- viii. Whenever there are major new requirements due to change in the procedures/guidelines of the TCB, the client will ask for additional requirements through a Change Request Document. The work involved in the change request and the cost will be worked out by both clients and vendor and a cost will be agreed within the framework of the Change Request Contract (CRC).
- ix. The CRC will be initiated, if the change is considered major, bringing in a major impact on the database or adds more input screens.
- x. The minor modifications of fields within an existing screen or changes having minor or no impact on the database will be handled as specified in the Warranty Support. The minor changes will not be handled by Change Management Contract.

- xi. The CRC will also be initiated, if the Client decides to introduce any new technologies in replacement of the Solution or along with the Solution, due to advancement of the technologies, as may deem necessary for the system by the vendor. Such CRC will occur, provided that the above work scope is not being covered under the license agreement.

- xii. The SDV will be in binding to carry out the Change Request Contract made by the client for 3 years after the acceptance of the system by the TCB. An agreement will be signed for this contract.

Annexure IV: Man-Day Rates for the Change Management for the 1st Year

Sl.No.	Personnel involved in the Project	Rate per Man-Day (in Nu.)

Note: The Amount quoted should be inclusive of all taxes/duties. The rates for second and third years will be negotiated later, taking the first year rate as the baseline.

Annexure V: Checklist of Project Deliverables

1. Software Requirement Specification Document (High level SRS and Low level SRS)
2. Software Design Document (SDD)
3. Non-functional HTML Prototype
4. Working and Tested Software with source code
5. User and Administrator Manuals for the system including Online Help
6. Setup and Release notes for each new release
7. Test Cases and Reports
8. All database scripts
9. Training of trainers
10. Any other relevant documents, supporting software, etc.

Annexure VI- NON DISCLOSURE AGREEMENT

This agreement is entered into this ___ day of _____, 20__ by and between _____ (hereinafter "Recipient"), with offices at _____, and _____, with offices at _____ (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to _____ that is confidential and proprietary to the Discloser (hereinafter "Confidential Information"); and WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this agreement for the purpose of _____; NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this agreement, the parties agree to the below terms as follows:

1. Disclosure. The Discloser agrees to disclose, and the Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. The Recipient agrees not to use the Confidential Information in any way or manufacture or test any product embodying Confidential Information, except for the purpose authorized by the Discloser.

2.2 No Disclosure. The Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Recipient's employees that have a need for disclosure in connection with the Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. The Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary, and the Recipient shall have no obligation with respect to such information where the information:

(a) Was known to the Recipient prior to receiving any of the Confidential Information from the Discloser;

(b) Has become publicly known through no wrongful act of the Recipient;

(c) Was received by the Recipient without breach of this agreement from a third party without restriction as to the use and disclosure of the information;

(d) Was independently developed by the Recipient without use of the Confidential Information; or

(e) Was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. The Recipient agrees that all Confidential Information shall remain the property of Discloser and that the Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying to the Recipient any transfer of rights, any patents, or any other intellectual property pertaining to the Confidential Information.

5. Term and Termination. The obligations of this agreement shall be continuing until the Confidential Information disclosed to the Recipient is no longer confidential.

6. Survival of Rights and Obligations. This agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) the Discloser, its successors and assignees; and (b) the Recipient, its successors and assignees.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

Discloser (Name of the Discloser)

Recipient (Name of the Recipient)

Signed _____.

Signed _____.

Print Name _____.

Print Name _____.

Title _____.

Title _____.

Date _____.

Date _____.