

AGREEMENT

BETWEEN

**ARUN LAKHOTIA
TEAM CAJUNBOT
P.O. BOX 44330
LAFAYETTE, LA 70506**

AND

**DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
3701 NORTH FAIRFAX DRIVE
ARLINGTON, VIRGINIA 22203-1714**

AGREEMENT NO: HR0011-05-3-00XX

ARPA ORDER: None

Total Estimated Government Funding of this Agreement: None

Authority: 10 U.S.C. 2371

Appropriation: None

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the Defense Advanced Research Projects Agency (DARPA), and Arun Lakhotia pursuant to and under U.S. Federal Law.

FOR Team CajunBot

FOR THE DEFENSE ADVANCED
RESEARCH PROJECTS AGENCY

By _____

By _____

Title _____

Title _____

Date _____

Date _____

ARTICLE 1.0 DEFINITIONS

Bailment The transfer of possession (but not ownership) of personal property for a limited time or specified purpose such that the entity taking possession is to some extent responsible for the property.

Data Recorded information, regardless of form or method of recording, that includes, but is not limited to, technical data, vehicle tracks, software, trade secrets, and visual images.

E-stop The electronic safety radio and tracking system supplied by the DARPA to selected DARPA Grand Challenge 2005 (DGC) entrants to enable an operator to remotely stop, start or disable an entrant's Grand Challenge vehicle.

Government Purpose Rights The right to use, modify, release, perform, display, or disclose data in whole or in part and in any manner for Government purposes only, and to have or permit others to do so for Government purposes only.

Grand Challenge Event (GCE) The culminating event of the DGC, to include all activities that take place in the DGC start area, along the DGC route, or at the DGC finish area.

National Qualification Event (NQE) The preliminary qualification event for the DGC conducted at the California Speedway September 27 to October 6, 2005.

Parties The team leader and DARPA.

Team The group of individuals as defined in the DGC rules who have been identified on the team roster to DARPA

Team Leader The individual identified to DARPA as legally responsible for the team and signatory to this Agreement.

Unlimited Rights The right to use, modify, release, perform, display, or disclose data, in whole or in part, in any manner and for any purposes whatsoever, and to have or permit others to do so.

Vehicle The autonomous ground vehicle entered in the DGC.

ARTICLE 2.0 PURPOSE

The DARPA Grand Challenge 2005 (DGC) is a field test of autonomous vehicles undertaken by teams with the intent of winning a prize of \$2 million. The DGC begins with a set of qualifying events and culminates in the Grand Challenge Event (GCE), an off-road event conducted over a specified desert route in the southwestern United States on or about October 8, 2005. The GCE is preceded by the National Qualification Event (NQE), conducted from September 27, 2005, to October 6, 2005, at the California Speedway in Fontana, California. During the NQE and GCE, teams will operate their vehicles under the direct supervision of DARPA.

Due to the experimental nature of the vehicles involved, DARPA provides an emergency stop system (E-stop) that must be installed and tested on each vehicle to meet the operational requirements specified

in the DGC rules. The E-stop enables remote control by relaying RUN, PAUSE, and DISABLE commands to the vehicle over a wireless link, is the primary means for timing the event, and conveys tracking information. The team leader is solely responsible for proper installation of the E-stop and for effective implementation of the functions corresponding to the RUN, PAUSE, and DISABLE commands in a manner that ensures safe and effective vehicle control.

This Agreement serves three purposes:

- DARPA agrees to provide a bailment to the team leader of an E-stop for the duration of the team's participation in the NQE and GCE.
- The team leader agrees to provide a bailment to DARPA of the vehicle during certain periods as specified in this Agreement and to relinquish control of the vehicle as specified.
- Ownership and rights to specific data associated with DGC participation are assigned.

ARTICLE 3.0 E-STOP

DARPA agrees to provide an E-stop system to the team leader at no cost. The E-stop consists of a receiver unit; a transmitter unit; a tracking unit; and associated cables, antennas, and mounting hardware. It is the sole responsibility of each team to properly install the receiver and tracking unit in its vehicle and to certify the vehicle will respond properly to the E-stop commands as described in the DGC rules. The team is required to follow the Grand Challenge Emergency Stop System Guidance, dated March 7, 2005 for requirements and responsibilities. These documents are available at www.darpa.mil/grandchallenge.

Upon receipt of the E-stop, the team should perform an inventory of the received kit, inspect the E-stop for any damage, and test the system to ensure proper operation. The team leader has 7 business days after receipt of the E-stop to return the inventory checklist to DARPA acknowledging receipt of the system, documenting any damage, and detailing any shortfalls in the kit. Where possible, DARPA will repair or replace defective E-stop units or parts at no cost providing the problem was caused by a defective system and not as a result of improper installation or operation by the team. The team should consult the E-stop help desk for technical assistance. Under no circumstances should the team attempt modification or repair of the units unless so directed by the E-stop help desk. DARPA shall incur no liability from the team's use of this technical assistance or other assistance offered at NQE or GCE by DARPA. The E-stop and associated vehicle functions must be fully operational for the team to participate in the NQE or the GCE.

The team leader shall return the E-stop to DARPA within 24 hours from the date of any of the following events: withdrawal, disqualification, or elimination of the vehicle from the DGC; completion of the Grand Challenge route; or upon request by DARPA for any reason. Instructions will be issued by DARPA for disposition of the E-stop for each of these circumstances. If the team is designated as an alternate by DARPA, the team leader shall return the E-stop system as specified by DARPA.

The team leader is responsible for loss, damage, or destruction of the E-stop during those periods when the bailment is in effect. Team leaders that fail to return the E-stop, or any part of the E-stop, shall reimburse DARPA for the full replacement cost of the missing equipment.

ARTICLE 4.0 VEHICLE

The bailment period for each team's vehicle shall consist solely of those periods when DARPA representatives are in physical possession and control of the vehicle during the following events:

A. National Qualification Event (NQE)

The team will register upon arrival at the California Speedway, Fontana, California. The bailment period for the vehicle will commence upon successful completion of a safety inspection of the vehicle by DARPA at the Speedway. Bailment of the vehicle will remain in effect during the NQE provided the following conditions are satisfied: the team follows all DGC rules and procedures in effect at the event, the vehicle has not been disqualified, the vehicle is moved only with DARPA approval, and the vehicle is on the grounds of the California Speedway. The bailment period for the NQE will terminate if any of these conditions are not met or at the end of the NQE, whichever occurs first.

The vehicle bailment shall not apply when the vehicle is removed from the California Speedway. If a vehicle is removed from the Speedway grounds during the NQE, this Agreement will be reinstated upon the return of the vehicle if removal of the vehicle is authorized by DARPA, and the vehicle successfully passes an inspection by DARPA upon its return.

Notwithstanding any of the terms of this bailment agreement, all team participants, including any participants that are minors, are required to follow the rules and regulations of the California Speedway. The team leader is responsible for the conduct of all team members.

B. Grand Challenge Event (GCE)

The bailment will not be in effect for vehicles as they are transported from the California Speedway to the GCE start area. The bailment period for vehicles at the GCE will commence upon registration of the team and successful completion of a safety inspection of the vehicle by DARPA at the start area. The bailment will remain in effect for vehicles in the GCE area, to include the pit area, the start area, the practice start area, GCE route, and the finish area. Bailment of the vehicle will terminate when DARPA notifies the team that the team leader shall re-take possession of the vehicle. The team shall not take possession of its vehicles until so directed by DARPA.

The vehicle bailment shall not apply when the vehicle is removed from the GCE area. If a vehicle is removed from the GCE area during the GCE, this Agreement will be reinstated upon the return of the vehicle if removal of the vehicle is authorized by DARPA, and the vehicle successfully passes an inspection by DARPA upon its return.

The bailment period for the vehicle will not be in effect at any other time during the NQE or GCE except during the periods specified in this Article.

ARTICLE 5.0 LIABILITY

DARPA will purchase a commercial insurance policy for general liability with an aggregate limit of \$2 million for the NQE and GCE to cover liability arising from loss or damage to property or for death or bodily injury caused by the vehicle during the bailment periods identified in Article 4.0. This policy shall not extend to cover damage, loss, or bodily injury that is caused by willful misconduct by the team, that is caused by the improper installation by the team of the E-stop, or that is covered by an insurance policy that is held by the team or the team leader. DARPA shall not assume liability for damage, loss, or destruction of the vehicle. DARPA shall not be responsible for any liability that exceeds coverage of its commercial insurance policy for the Grand Challenge 2005.

The team leader is required to provide notice to DARPA of any claim or suit against the team or team leader for which DARPA may assume liability under this Article. The team agrees to assist DARPA in the defense of any claim or suit.

ARTICLE 6.0 DATA RIGHTS

DARPA shall have ownership of all data created, collected, stored, or transmitted by the E-stop.

DARPA reserves the right to photograph, capture video, and otherwise record the appearance of vehicles, team members, and their support equipment operated by the team. DARPA shall have ownership of all such imagery.

A technical paper describing the team's technical approach for competing in the Grand Challenge is required under the DGC Rules. DARPA shall have Government purpose rights in the team's technical paper until October 9, 2005, at which time DARPA shall have unlimited rights in the team's technical paper.

DARPA may make all, some, or none of the data described above in which DARPA has ownership or unlimited rights available to the public at the conclusion of the DGC.

ARTICLE 7.0 COSTS AND FUNDING

This Agreement does not provide authority for the team to incur any costs that may subject DARPA to responsibility for funding or financial obligations.

ARTICLE 8.0 DISPUTES

The parties shall communicate with one another in good faith and in a timely and cooperative manner when raising issues relative to this Agreement. Nothing in this Agreement shall be deemed to give the team a right to dispute matters which are not the subject of this Agreement.

A. Dispute Resolution Procedures

1. Any disagreement, claim or dispute between DARPA and the team concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement may be raised only under this disputes provision.
2. Whenever disputes, disagreements, or misunderstandings arise, the parties shall attempt to resolve the issue(s) by mutual discussion as soon as practicable. In no event shall a dispute, disagreement, or misunderstanding that arose more than 30 days prior to the notification made under subparagraph A.3 of this Article constitute the basis for relief under this Article unless the Director of DARPA waives this requirement.
3. Failing resolution by mutual agreement, the aggrieved party shall notify the other party (through the DARPA Chief Official or team leader, as the case may be), in writing of the dispute. After providing notice to the other party both parties shall, within 24 hours, submit written documentation of the dispute, disagreement, or misunderstanding to the Director of DARPA for resolution. The written documentation shall detail relevant facts, identify unresolved issues, and specify the remedy sought. Any decision or resolution by the Director of DARPA is final and binding.

Activities at the NQE and GCE shall not be delayed pending resolution of a dispute unless so directed by the Director of DARPA.

B. Limitation of Damages

Claims for damages of any nature whatsoever pursued under this agreement shall be limited to direct damages only. In no event shall DARPA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 9.0 MODIFICATION AND TERMINATION

This Agreement sets forth the entire and complete agreement between the parties regarding the matters which are the subject of this agreement and may be modified only by written consent of the team leader and the DARPA Agreements Officer.

DARPA may terminate this Agreement at any time and for any reason. This Agreement shall terminate upon return of the E-stop and compliance by the team leader with all terms described herein. Upon termination, allocation of data rights will be in accordance with the requirements set forth in Article 6.0.

Decisions regarding termination of this Agreement are solely at the discretion of the Director of DARPA and are not subject to dispute.

ARTICLE 10.0 EXECUTION

This Agreement constitutes the entire agreement of the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions among the parties, whether oral or written, with respect to the subject matter hereof. This Agreement, or modifications thereto, may be executed in counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.

This Agreement is limited to the subject matter contained herein.

11.0 AGREEMENT ADMINISTRATION

Representatives of the Parties are as follows:

Administrative matters under this Agreement shall be referred to the following representatives of the Parties:

Government:

Agreements Administrator/Officer:

JAMES B. TROUTMAN

DARPA

3701 N. Fairfax Drive

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