

Attachment

An Attorney to DPD

- 1.1 One of the pre-approved attorneys, Name of attorney 1, Name of attorney 2, Name of attorney 3, Name of attorney 4, and Name of attorney 5, assigned by (title of the contract awarded law firm) comes to Defense Procurement Division's (DPD's) office, 5010 Wisconsin Ave. NW, Washington D.C., 20016, under this Agreement to provide legal consulting service.
- 1.2 The numbers of the pre-approved attorneys assigned by (title of the contract awarded law firm) must be at least two, but no more than five. Unless otherwise specified in this Agreement, the pre-approved Attorneys shall not, without prior consent in writing from DPD, be changed.
- 1.3 The Attorneys may, subject to the "Security" Article of this Agreement, at their own expense employ assisting personnel necessary to fulfill the obligations under this Agreement.

Term of Agreement

- 2.1 This Agreement shall be valid from January 1, 2011 to December 31, 2012.

Working Place and Hours

- 3.1 One of the pre-approved attorneys comes to DPD's office, 5010 Wisconsin Ave. NW, Washington D.C., 20016, under this Agreement to provide legal consulting service from 1:00 PM to 5:00 PM of every Monday and Wednesday. If a Monday is a holiday, the scheduled service on Monday changes to Tuesday of the same week. If DPD's office is closed on Monday or Wednesday because of inclement weather, the scheduled service puts off to the next available business day.
- 3.2 For the rest time of a week, one attorney assigned by (title of the contract awarded law firm) must come to DPD's office to provide legal consulting service within two business days, after receiving DPD's phone notification.

Facilities

- 4.1 DPD will provide its facilities ("Facilities") free of charge for such legal representation, including office space for up to one attorney and one legal assistant, office furniture, storage space for files, DPD internet connection, telephones, use of DPD's telefax machine, and use of DPD's copier.
- 4.2 On receipt of Facilities, the Attorney shall inspect the condition of each item. In the event of damage, the Attorney shall immediately inform DPD in writing to make repairs or replacement.
- 4.3 Upon receipt of Facilities, the Attorney assumes the risk and responsibility for its loss or damage, except:
 - (a) For reasonable wear and tear; and

- (b) To the extent property is necessarily consumed in providing services pursuant to this Agreement; and
- (c) When due to causes beyond the control of and without the fault or negligence of the Attorney.

4.4 Facilities shall be returned to DPD immediately after this Agreement is terminated or expires.

Services Provided

5.1 The (Title of law firm) will provide the following services to the Defense Procurement Division (“DPD”) of Taipei Economic and Cultural Representative Office in the United States during the period covered by this retainer agreement:

1. Draft and redraft contracts, purchase orders (“P.O.s”), basic ordering agreements (“BOAs”), contract amendments, P.O. amendments, BOA amendments, industrial cooperation agreements, and other types of agreements or official document as requested..
2. Negotiate the terms and conditions of contracts, P.O.s and BOA, documentary letters of credit (“DLCs”), standby letters of credit (“SLCs”), export requirements and other matters, as may be required by DPD and by the vendors at DPD’s office or by phone.
3. Review and advise DPD on the financial status of the DPD’s vendors and prospective vendors in the U.S. and Canada, the acceptability of banks used by contractors as issuers of SLCs as requested, SLCs and payment letters of credit.
4. Review and comment on correspondence from DPD’s vendors.
5. Advise on matters concerning export license and technical assistance agreement applications.
6. Conduct legal research and provide memoranda of law related to DPD’s procurement matters.
7. Provide responses to inquiries from DPD, Armaments Bureau and Procurement center in Taiwan relating to contractual and other matters.
8. Draft procurement-related letters and memoranda for use by DPD to vendors, the U.S. Government, other governments, and the US-TAIWAN Business Council and other organizations.
9. Perform periodic reviews and updates relative to DPD administrative contracting procedures and printed contracting forms.
10. Advise and assist in the preparation of request for proposal, requests for cost and pricing data, and requests for technical and financial pre-qualification information.

11. Advise and assist in the modification of contract and P.O. forms and the preparation of standard payment and SLC forms.
12. Provide lectures on laws and regulations related to the procurement performed in the U.S. to DPD's contracting personnel.
13. Advise as requested on questions of contract performance of DPD's contracts, P.O.s and BOAs.
14. Provide translations of short Chinese (Traditional) language documents as requested.
15. Assist in the preparation of English language speeches to be given by the Republic of China military officials in the United States.
16. Perform consultations in Taiwan upon prior agreement with DPD as to expenses.
17. Provide legal assistance concerning personal U.S. legal problems of DPD officers, subject to priority of DPD's normal legal requirements and within the discretion of DPD's attorneys, which may include referrals to outside attorneys specialized in the matter in question.
18. Assist in handling any specialized legal matters that may arise from the implementation of the Republic of China's Government Procurement Act.
19. Assist DPD in making contractor responsibility determinations, including assistance in conducting pre-award surveys.
20. Prepare monthly invoices and individual time sheet for services and expenses for work under this agreement.

Payment

- 6.1 DPD will pay to (Title of law firm) a monthly retainer of \$xx,xxx.xx, which shall include all payments made for legal services by (Title of law firm), except as provided in Article 7.
- 6.2 Invoices for payment shall be submitted on the first business day of each month for services that month, and in order to allow for the check holding period imposed by banks, payment shall be made ten business days before the end of each month.
- 6.3 Billings throughout the year are expected to average at least the agreed amount for the fiscal year, but may exceed or be less than the monthly retainer for any particular month. Accordingly, any adjustments for excess or insufficient hours will not affect the retainer payments.
- 6.4 (Title of law firm) shall not bill for time used in rectifying an error committed by the attorney.

Additional Services

7.1 For any services that DPD requests of a kind not related to the regular procurement activities as described in Article 5, DPD will request (Title of law firm) provide a quotation for the service. After DPD reviews the quotation and finds it is reasonable, DPD will start an additional procurement process for the requested service.