

Federal Labs Leveraging Innovation to Products (FLLIP) Pilot Program

Request for Proposals (RFP)

for

Legal, Regulatory, and Scientific Research Consulting Services in Maryland

10 November 2026

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I. Request to Submit Proposals

The Maryland Technology Development Corporation (TEDCO) is seeking proposals from qualified Legal, Regulatory, and Scientific Research Consulting service providers (Service Provider) to provide technical assistance to approved and eligible TEDCO companies in TEDCO's **Federal Labs Leveraging Innovation to Products (FLLIP) Pilot Program.**

The FLLIP Pilot Program connects Maryland's entrepreneurs and small businesses with the state's extensive federal laboratory resources. FLLIP bridges the gap between public research investments and commercial success through a structured approach of Connection, Assessment, Support, and Engagement (CASE). The program demystifies complex federal lab interactions through tailored education, expert guidance, targeted matchmaking, and comprehensive technical assistance. By fostering collaborations with federal labs such as the National Institutes of Health (NIH), Frederick National Lab for Cancer Research (FNL), and the Defense Health Administration (DHA), FLLIP empowers Maryland businesses—particularly those traditionally underrepresented—to accelerate innovation, improve healthcare outcomes, and drive economic growth.

Through this program, Maryland companies receive valuable education and support to pursue working relationships with federal labs, along with continued support for those companies that develop formal relationships with federal lab partners.

Per this RFP's guidelines, interested Service Providers must submit a complete proposal by Monday, **10 December 2026.** Proposals received after the deadline will not be considered.

Enclosed are copies of Exhibit A: TEDCO Procurement Contract Standard Terms and Conditions.

II. TEDCO Overview

Mission: Enhance economic development by fostering an inclusive and entrepreneurial innovation ecosystem. Identify, invest in, and help grow technology companies in Maryland.

Vision: TEDCO will be the recognized national leader for supporting translational research, technology-based economic, and entrepreneurial development, while being the hub of Maryland's innovation ecosystem.

TEDCO's Background: TEDCO is a technology-based economic development (TBED) organization. It was created in 1998 by the Maryland State Legislature to facilitate the transfer and commercialization of technology from Maryland's research universities and federal labs into the marketplace, and to assist in the creation and growth of technology-based businesses in the

State. Over the past 28 years, the organization has evolved with three major areas of focus: technology advancement, investments, and entrepreneurial & ecosystem support. TEDCO is, among other things, a resource for mentoring, funding, and networking for entrepreneurs and start-ups that need guidance as they bring innovative concepts to market. It is more than an early-stage funding resource; it is also a hub of Maryland's entrepreneurial network where start-ups find mentors, organizational assistance, facilities for daily operations, and a roadmap for success.

Nationally recognized as one of the most active seed/early-stage investors in the nation, TEDCO has a portfolio of more than 400 seed investments since 1998 through several funding, mentoring, and education programs. In fiscal year 2025 alone, TEDCO supported more than $1 billion in statewide economic output, 4,027 jobs and $479 million in labor income — building on a track record that now totals more than $9.9 billion in economic output and 38,000 jobs since inception.

TEDCO directly manages multiple funds and programs and indirectly administers two others. The investment funds include the Concept Fund, Social Impact Funds including the Builder Fund, Rural Pre-Seed Fund, Seed Funds, and Maryland Venture Funds. The Maryland Innovation Initiative (MII) program makes grants and investments to eligible research universities and university-affiliated start-up companies, and the Maryland Stem Cell Research Fund (MSCRF) makes grants to fund stem cell and regenerative medicine research in Maryland. Both MII and MSCRF are administered by TEDCO but governed by separate boards. TEDCO's other programs are governed by a 17-member Board of Directors appointed by the Governor, the Senate President, and the Speaker of the House. TEDCO is funded largely by the State through an annual allocation of approximately $53 million, through returns from direct investments, and through other sources of funding including grants and sponsorships. TEDCO has an active and diverse team of 61 employees and subcontractors.

More information about TEDCO can be found at www.tedcomd.com.

III. Scope of Services Required

Program Objective: Establish a cost-effective, scalable framework for delivering specialized legal, regulatory, other scientific research consulting services that reduce barriers to federal laboratory collaboration, strengthens companies' intellectual property and regulatory readiness, and facilitates technology transfer and commercialization.

A. **Specialized Legal, Regulatory, and Scientific Research Consulting Services:** TEDCO seeks qualified firms to provide specialized Legal, Regulatory, and Scientific Research Consulting Services to companies participating in the Federal Laboratory Leveraging Innovation Program (FLLIP). These services are intended to enable and secure companies' engagement

and work with federal laboratories in the areas of cooperative research, technology licensing, and facilitating the commercialization of innovative technologies.

1. **Legal Services – Intellectual Property and Federal Technology Transfer Support:** TEDCO seeks qualified law firms with demonstrated expertise in intellectual property, federal technology transfer, and government research agreements to provide the following services specific to work assisting TEDCO companies engagements with federal labs.

2. **Intellectual Property Assessment and Strategy:** Conduct IP portfolio reviews, patent and licensing assessments, freedom-to-operate analyses if necessary, and comprehensive IP due diligence. Provide strategic recommendations to strengthen companies' intellectual property positions, support licensing of technologies from federal laboratories, and enhance investment and commercialization readiness. Services may also include patent preparation and prosecution if this is a required component to working with the federal lab.

3. **Federal Laboratory Agreements and Technology Transfer:** Provide legal guidance, drafting, review, and negotiation support for Cooperative Research and Development Agreements (CRADAs), Patent License Agreements (PLAs), Other Transaction Agreements (OTAs), and other federal research, technology transfer, and acquisition agreements. Services should address intellectual property ownership, licensing rights, technical data rights, and applicable federal requirements.

4. **Related Services:** Under this section, Service Providers may include any other related services that enable and support the company's work with a federal laboratory.

5. **Fixed-Fee Legal Service Packages and Client Engagement:** Develop standardized, fixed-fee legal service packages with clearly defined scopes, deliverables, and pricing to ensure predictable program costs. Providers must accommodate direct attorney-client engagements with participating companies, under which TEDCO funds 80% of approved legal fees and participating companies contribute the remaining 20%. Engagement letters must appropriately reflect this cost-sharing arrangement and preserve the direct attorney-client relationship.

B. FDA Regulatory Consulting Services: TEDCO seeks qualified firms with demonstrated expertise in FDA regulatory affairs, product development, and commercialization to provide the following services:

1. **FDA Regulatory Assessment and Readiness:** Evaluate companies' existing regulatory documentation, FDA submissions, agency interactions, and regulatory development status. Provide assessments and strategic recommendations to strengthen regulatory

readiness and support engagement with federal laboratories, including preparation of regulatory overview materials.

2. **FDA Regulatory Strategy and Development Roadmaps:** Develop regulatory roadmaps identifying appropriate FDA approval pathways, key development milestones, regulatory submission requirements, and strategies for efficient product development. Assess opportunities for expedited regulatory programs, market exclusivity incentives, and other mechanisms to accelerate commercialization.

3. **FDA Engagement and Regulatory Advisory Support:** Provide strategic guidance regarding FDA interactions, meeting preparation, regulatory submissions, and development considerations relevant to federal laboratory collaborations and commercialization.

4. **Related Services:** Under this section, Service Providers may include any other related services that enable and support the company's work with a federal laboratory.

5. **Fixed-Fee Regulatory Consulting Packages:** Develop standardized, fixed-fee consulting packages with clearly defined scopes, deliverables, and pricing. Providers must accommodate TEDCO's program funding structure, under which TEDCO covers 80% of approved service fees and participating companies are responsible for the remaining 20%.

C. Other Scientific Research Consulting Services: TEDCO seeks qualified firms with demonstrated expertise in scientific research services to provide the following services:

1. **Pre-clinical and Clinical Support:** Provide operational support for preclinical and clinical development of innovative life sciences and biotechnology products. Services may: include research strategy, study design, protocol development, laboratory coordination, data analysis, and reporting; and clinical trial planning and execution, including site selection, patient recruitment, study management, monitoring, and clinical data analysis to support regulatory decisions.

2. **Clinical Trial Planning:** Services may also include clinical trial planning and execution, including site selection, patient recruitment, study management, monitoring, and clinical data analysis to support regulatory decisions.

3. **Related Services:** Under this section, Service Providers may include any other related services that enable and support the company's work with a federal laboratory.

4. **Fixed-Fee Regulatory Consulting Packages:** Develop standardized, fixed-fee consulting packages with clearly defined scopes, deliverables, and pricing. Providers must accommodate TEDCO's program funding structure, under which TEDCO covers 80% of approved service fees and participating companies are responsible for the remaining 20%.

IV. Submittal Requirements

Proposals must be sent as PDFs and include the following items, **not to exceed 18 pages with resumes**:

a. An overview of the experience of the Service Providers describing work performed on similar projects, key personnel qualifications, and relevant experience

b. Professional biographies and/or resumes of qualified professionals who will be providing support on behalf of the Service Providers

c. A list of references, with names and contact information, from organizations or businesses for which the Service Providers has performed similar work

d. A clear cost breakdown and fee schedule including the elements described in the previous section and any other fee related information applicable to the proposal that has not been covered

e. A description of all provisions, termination clauses, and/or penalties required by the Service Providers for providing the Services

V. Proposal Pages

a. Cover page: 1 page
b. Proposal: 5 pages
c. Resumes: 2 pages each not to exceed 10 pages
d. References: 1 page
e. Budget: 1 page

VI. Fees

Service Providers ' fees for services must be fixed fee, with a supporting billing installment schedule. TEDCO will select qualified Service Providers offering the best value based on the proposed fee and the other selection criteria listed below. The selected Service Providers will outline their firms process to enter a client engagement with the company, and invoice TEDCO for the approved portion and scope of work.

VII. General Requirements and Deadline

Please direct any questions in writing via email to FLLIP@tedcomd.com no later than **20 November 2026.** A reasonable effort will be made to reply to all questions and answers will be posted on TEDCO's website at www.tedcomd.com.To be considered for selection, Service Provider responding to this RFP (Respondents) must submit a **complete response in the form of a proposal** that includes all RFP Submittal Requirements, by **5:00 p.m. EDT on 10 December 2026**. One (1) digital file of each complete proposal must be submitted to TEDCO at FLLIP@tedcomd.com. **The file may be no longer than 18 pages to include resumes**.

If a response is submitted by a corporation, joint venture, etc., the Proposal shall be signed by an officer authorized to do so. If made by an individual, that individual shall sign it. One or more of the partners shall sign if the Respondent is a general partnership, or by the managing partner or general partner if a limited partnership. If submitted by a limited liability company, the submittal shall be signed by a managing member.

TEDCO reserves the right to require the submission of additional information regarding experience and qualifications as it may be necessary, and may consider any available evidence on the financial, technical, or other qualifications and abilities of the Contractor.

TEDCO reserves the right to reject all Proposals, reduce the scope of work, or abandon all or part of this RFP prior to awarding any contracts. Proposals may be rejected for any or no reason.

TEDCO reserves the right to waive all irregularities and informalities in the submission of RFP Submittal Requirements, and to request clarification of qualifications prior to qualifying a Contractor.

The selected Contractor must provide evidence of valid business registration and of good standing to conduct business in the State of Maryland, Virginia, Delaware, or the District of Columbia. Service Provider must be registered in the System for Award Management (sam.gov).

VIII. Service Provider Selection Process

TEDCO will evaluate the responses based on multiple criteria and select awardees based on the best value and overall solution to fit its needs. TEDCO may request an in-person or virtual interview with the finalists prior to making a final selection. TEDCO is not obligated to select the lowest price bidder. All responses will be evaluated in the following areas:

a. Quality of response to RFP Submittal Requirements and general clarity of the proposal
b. Demonstrated ability of the Service Providers to provide the Services
c. Previous relevant experience of the Service Provider and key personnel
d. Proposed fees for services
e. Other factors include the Service Providers presence in Maryland

The contract used for engaging Service Provider will be based upon TEDCO's Procurement Contract, which is attached hereto as Exhibit A. TEDCO anticipates making a final selection by **23 December 2026**. Work is expected to begin in January 2027.

IX. Respondents Conditions, Representations, and Authorizations

By submitting its proposal, each Firm understands, represents, and acknowledges that:

a. Respondent and his/her authorized representative may withdraw or modify his/her proposal by written notice received prior to the exact hour and date specified for proposal receipt.
b. All the Respondent's information and representations in the proposal are material and important, and TEDCO may rely upon the contents of the proposal in negotiations, contractual obligations, and awarding a contract. The Respondent agrees that the proposal will remain firm for a period of one hundred twenty (120) calendar days after the date specified for receipt of proposal or until the TEDCO Procurement Contract agreement is fully executed, whichever is later.
c. Respondents are expected to fully inform themselves of all conditions, requirements, and specifications before submitting a proposal. After the proposal submission deadline, a Respondent may not change its proposal or obtain relief in case of errors or omissions in the submitted proposal.
d. TEDCO may waive minor informalities or errors in proposals if it determines that the error does not undermine the overall integrity of the proposal.

X. Term and Termination

TEDCO may, at any time, terminate the Procurement Contract in whole or in part for TEDCO's convenience and without cause if it is determined in is sole discretion that termination is in the public interest. Upon receipt of an order of termination for convenience, the Firm shall not proceed with any item or work, unless specifically authorized to do so in writing. In such a case, unless mutually agreed to by the parties, the Firm will not be entitled to payment for any services provided after the effective date of such termination.

If there are any questions regarding the Request for Proposals, please direct them by email to FLLIP@tedcomd.com no later than **20 November 2026.**

XI. Key Dates

The following table outlines TEDCO's key dates and events in the RFP process.

Task	Completion
RFP Released	10 November 2026
Last date to accept written questions	20 November 2026
PROPOSAL DUE DATE	**10 December 2026**
Selection	23 December 2026
Engagement Begins	January 2027

Exhibit A: TEDCO Procurement Contract Standard Terms and Conditions

SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT (the "Agreement") is made and entered into this _____day of _____, 2026 ("Effective Date") by and between **Maryland Technology Development Corporation**, a body politic and public instrumentality of the state of Maryland ("TEDCO") and [entity name] (the "Subcontractor").

RECITALS

WHEREAS, TEDCO has received an award from the U.S. Small Business Administration ("SBA")] in the total amount of $[_____] in accordance with the terms of Notice of Award No. [_____] and the Grant Agreement by and between TEDCO and SBA further evidencing its terms (together, the "Award"), a copy of which Notice of Award and Grant Agreement have been provided to the Subcontractor prior to or contemporaneously with the execution hereof, with the terms and conditions of the Award being hereby acknowledged and accepted by the Subcontractor; and

WHEREAS, the Award is intended to help fund TEDCO's efforts to [describe program] ("Services"); and

WHEREAS, TEDCO is authorized under the Award to make a subaward to the Subcontractor to provide such Services; and

WHEREAS, the Subcontractor has the experience, qualifications, resources and capabilities to perform, or assist in the performance of, the Services as set forth in the Award (all Services rendered by Subcontractor are hereinafter referred to as the "Subcontractor Services"); and

WHEREAS, TEDCO desires to engage Subcontractor as a subcontractor, and Subcontractor desires to accept such engagement to perform the Subcontractor Services upon the terms and conditions set forth in this Agreement and in the Award.

NOW THEREFORE, in consideration of the Recitals, which are an integral part of this Agreement, the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Subcontractor Services**. TEDCO hereby engages the Subcontractor to provide the Subcontractor Services as the same are identified in the Scope of Work attached hereto and incorporated herein as Exhibit A ("Scope of Work"). During the Term hereinafter defined, the Subcontractor shall perform the Subcontractor Services as an independent contractor pursuant to the terms of this Agreement and the further terms of the Award, at such place or places as are set forth in the Scope of Work. The Subcontractor shall maintain the right to control and direct the means, manner and method by which the Subcontractor Services are performed. TEDCO shall have the right to request status meetings, reports, teleconferences, or conferences with Subcontractor in order to review the status of Subcontractor's performance hereunder, and/or as may be required by the terms of the Scope of Work and/or the Award.

2. **Representation.**

a. *Generally:* Subcontractor represents to TEDCO that, to the best of its knowledge at the time of execution of this Agreement, Subcontractor is not a party to any contract or agreement with any other person or business that in any manner would prevent Subcontractor from delivering the Subcontractor Services to TEDCO in accordance with the terms of this Agreement.

b. *Performance of Subcontractor Services:* Subcontractor agrees that it will, at all times, faithfully, industriously and using its reasonable efforts, ability, experience and talent, perform and provide the Subcontractor Services pursuant to the express and implicit terms hereof and of the Award. Subcontractor represents that the Subcontractor Services and all work related thereto will be the Subcontractor's original work and will not infringe in any manner on the rights of any third party.

3. **Compensation.** Subcontractor shall be paid pursuant to the terms of the Budget attached hereto and incorporated herein as Exhibit B ("Budget"), conditioned in each instance upon disbursements being first made by Treasury to TEDCO in accordance with the Award. The Subcontractor shall cooperate with TEDCO in the submission of all Federal Financial Reports required by Treasury pursuant to the award.

4. **Payment.** TEDCO shall pay Subcontractor no later than thirty (30) days after the later of: (i) Subcontractor's submission of a proper invoice to TEDCO; or (ii) TEDCO's receipt of payment from Treasury for the Subcontractor Services rendered pursuant to the invoice. Subcontractor shall submit invoices to TEDCO at the intervals set forth in Exhibit A.

5. **Taxes and Deductions.** Except as required by applicable law or as set forth below, TEDCO shall not deduct any sums from the compensation or other payments due to Subcontractor hereunder, including, but not limited to, any sums due for taxes, FICA, unemployment insurance, workers compensation, or other taxes or withholding. Upon the execution of this Agreement, Subcontractor shall provide TEDCO with Subcontractor's employer identification number. Subcontractor shall be solely responsible for, and shall pay when due, any and all taxes, fees and other charges that may be assessed or imposed by federal, state and/or local authority upon all payments received by Subcontractor from TEDCO hereunder. Subcontractor shall maintain complete and accurate records of all such payments, and shall provide TEDCO and/or its independent or legislative auditors with access to such records upon request. Subcontractor shall have no claim against TEDCO hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

6. **Relationship of the Parties.** The relationship of the parties shall be that of independent contractors. Nothing herein contained shall be deemed or construed by the parties hereto or any third party to create the relationship of partnership, joint venture or employment. The Subcontractor shall have no authority to bind TEDCO or act as its representative in any manner.

7. **Confidentiality.**

a. "Confidential Information" shall mean any business or proprietary information provided by one party to the other and clearly identified and marked as "Confidential" by the transmitting party at

the time of disclosure. If such transmittal occurs orally, the transmitting party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other party. In the event that a party discloses Confidential Information to the other during the performance of this Agreement, the receiving party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, directors or other advisors or representatives who are subject to confidentiality obligations, to use the Confidential Information only for the purposes contemplated by this Agreement, and to use reasonable efforts to prevent its disclosure to third parties. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Subcontract, including as required to satisfy applicable financial reporting obligations, without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

b. Subcontractor shall: (i) keep all Confidential information Subcontractor may acquire during the performance of this Agreement about TEDCO or any entity applying to TEDCO for financial or other assistance in strict confidence; (ii) not use, disclose, divulge or reveal the Confidential Information or any part of it to any person without TEDCO's prior written consent; and (iii) not disclose, other than to TEDCO or its designee, any analysis or conclusions made by Contractor about any such Confidential Information without TEDCO's prior written consent.

c. Notwithstanding the foregoing, Subcontractor shall not be obligated to maintain in confidence any Information: (i) which was already known to Subcontractor; or (ii) which is or comes into the public domain through no fault of Subcontractor; or (iii) which is independently developed by Subcontractor; or (iv) which comes to Subcontractor from a third party who is not in violation of any obligation of confidentiality to TEDCO or, if applicable, to any entity applying to TEDCO for financial or other assistance.

8. **Indemnification and Enforcement.** Subcontractor shall indemnify and hold TEDCO, the State of Maryland, and any of its or their agents, employees or officials harmless from any and all claims against, and costs, expenses, or damages incurred by them or any of them with respect to Subcontractor's breach of any representation, warranty, covenant, or agreement herein provided by Subcontractor, arising out of, or in connection with the Subcontractor Services, or occurring incident to, arising out of, or in connection with the presence of personnel furnished by Subcontractor or as a result of or proximately caused by Subcontractor's performance and delivery of the Subcontractor Services. Notwithstanding the foregoing, Subcontractor's liability to TEDCO shall be governed by Maryland Annotated Code, State Government Article, Title 12, as amended from time, and other statutory provisions referenced therein. Subcontractor is not responsible for the cost of the defense of such any claim or action against TEDCO but shall cooperate with TEDCO, upon written request, in such defense. Nothing herein is or shall be deemed to be a waiver by Subcontractor of any limits of liability under Maryland Annotated Code, State Government Article, Title 12 or any rights of immunity to which Subcontractor is or may be entitled under federal law.

9. **Liability.** TEDCO's sole liability to Subcontractor under this Agreement or any exhibit thereto shall be for payment of Subcontractor Services rendered in accordance therewith until termination, and shall not include any punitive, consequential or special damages, whether or not foreseeable.

10. **Retention of Records**. Subcontractor shall retain and maintain all records and documents relating to this Agreement for three years after final payment by TEDCO hereunder or any applicable statute of limitations, whichever is longer. Subcontractor shall make such records and documents available for inspection and audit by authorized representatives of TEDCO, at all reasonable times.

11. **Term and Termination.** The term of this Agreement shall begin as of the Effective Date and shall continue through termination of the Award, unless earlier terminated in accordance with this Section 11 ("Term"). TEDCO may terminate Subcontractor's engagement hereunder for any reason, and at any time, following delivery of fifteen (15) days written notice to Subcontractor, or immediately if such termination is: (i) for cause; (ii) at the request of Treasury; or (iii) upon the termination of the Award. Termination "for cause" shall mean that Subcontractor: conducts itself in an unprofessional, unethical, immoral or fraudulent manner, or such individual's conduct has or may discredit TEDCO or otherwise may be detrimental to the reputation, character and standing of TEDCO, as determined by TEDCO in its sole and absolute discretion; the individual or individuals assigned by Subcontractor to perform the Subcontractor Services become(s) mentally or physically incapacitated or disabled so as to be unable to perform the Subcontractor Services; or fail(s) or refuse(s) to faithfully or diligently perform the Subcontractor Services. In the event of any termination of this Agreement for reason other than cause or Subcontractor's breach hereof, TEDCO shall pay Subcontractor for Subcontractor Services performed through the date of such termination, subject, however, to the provisions of Section 5, above.

12. **Compliance with Laws**. Subcontractor hereby represents and warrants that:

a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

b. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

c. It shall comply with all federal, State, and local laws applicable to its activities and obligations under this Agreement;

d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement; and

e. It: (i) is not currently, and will not during the term of this Agreement become, listed on the government-wide exclusions in the System for Award Management (SAM); (ii) will include a provision requiring such compliance in any lower tier subcontract; and (iii) that should it, or any lower-tier subcontractor, become listed on the government-wide exclusions in SAM during the term of this Contract, it will immediately so notify TEDCO in writing.

13. **Insurance.** During the Term of this Agreement, Subcontractor shall obtain such insurance, with such limits of liability and scope of coverage, as TEDCO shall from time to time reasonably require.

14. **Assignment and Benefits.** This Agreement shall extend to and be binding upon the parties hereto and their respective successors or assigns. Notwithstanding the foregoing, however, neither this Agreement, nor the underlying obligation contained herein, may be assigned, delegated, or subcontracted by the Subcontractor, in whole or in part, without TEDCO's prior written consent.

15. **Applicability of Award/Entire Agreement.** Subcontractor shall be bound by and subject to the

terms of the Award, including each attachment thereto, to the extent not in conflict with the terms contained herein. In the event of any conflict between the terms and conditions of the Award, including any attachments thereto, and the terms and conditions of this Agreement shall supersede such conflicting terms and conditions of the Award. This Agreement (including the exhibits attached hereto) and the applicable provisions of the Award contain the entire agreement of the parties with respect to the subject matter hereof, and the parties have made no agreements, representations or warranties relating to the subject matter hereof which are not set forth herein. This Agreement supersedes any other agreement, whether written or oral, with respect to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by TEDCO and Subcontractor.

16. **No Waiver.** The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this Agreement.

17. **Governing Law, Jurisdiction and Venue.** This Agreement shall be interpreted, construed, and governed according to the internal laws of the State of Maryland, without reference to its choice of law rules. Any suit involving any dispute or matter arising under this Agreement may only be brought in the Maryland State Court having jurisdiction over the subject matter of the dispute or matter. All parties hereby irrevocably consent to the exercise of personal jurisdiction and venue by any Court with respect to any such proceeding.

18. **Headings.** The various section headings as used herein are for ease of reference only and are not to be considered in the construction of this Agreement.

19. **Severability.** If any provision of this Agreement be held by a court of competent jurisdiction to be void or unenforceable, such court may interpret any such provision to the fullest extent of the law with respect thereto and the remaining provisions hereof shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were originally deleted or modified as provided by such court.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

TEDCO	**SUBCONTRACTOR**
By: _____	By: _____ Troy A.
LeMaile-Stovall	Name: _____
Chief Executive Officer	Title: _____

Approved for form & legal sufficiency:

_____

James L. Galante
Assistant Attorney General, TEDCO
Office of the Attorney General

Attachment: Exhibit A: Contractor's Proposal